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No. 39] NEW DELHI, SATURDAY, SEPTEMBER 29—OCTOBER 5, 2012 (ASVINA 7, 1934)

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में रखा जा सके
(Separate paging is given to this Part in order that it may be filed as a separate compilation)

भाग IV

[PART IV]

[गैर-सरकारी व्यक्तियों और गैर-सरकारी संस्थाओं के विज्ञापन और सूचनाएं]

[Advertisements and Notices issued by Private Individuals and Private Bodies]

NOTICE

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BY ORDER

Controller of Publication

CHANGE OF NAME

I, hitherto known as MR MASTANSAB son of Sh. RAJEAB JATAGAR, residing at Siddapur (A), Tq. & Dist. Bijapur, Karnataka, have changed my name and shall hereafter be known as Mr. MASTANSAB son of Sh. RAJESAB KARAJAGI.

It is certified that I have complied with other legal requirements in this connection.

MR MASTANSAB

[Signature (in existing old name)]

I, hitherto known as RAJANI KANTA NAIK son of Late BUDHIA NAIK of Bajaraguma, Post : Nauagada, Dist : Ganjam (Odisha), employed as Master Technician in Hindustan Aeronautics Limited, Engine Division, Dist. : Koraput, residing at Qr. No. K-98, HAL Township, Post : Sunabeda-2, Dist. : Koraput (Odisha), have changed my name and shall hereafter be known as RAJANI KANTA NAYAK.

It is certified that I have complied with other legal requirements in this connection.

RAJANI KANTA NAIK

[Signature (in existing old name)]

I, hitherto known as GEETA @ SNEHA daughter of Sh. APPANNA DEGOUDA (GEETA @ SNEHA wife of SHRIKANT M. GADDI), a Housewife, residing at Teachers Colony, Mudhol-587 313, Dist. Bagalkot, Karnataka State, have changed my name and shall hereafter be known as SNEHA SHRIKANT GADDI.

It is certified that I have complied with other legal requirements in this connection.

GEETA @ SNEHA

[Signature (in existing old name)]

I, hitherto known as VINOD KUMAR son of Sh. BAKSHI RAM, employed as Sub Inspector in CISF, residing at CISF Unit CSI Airport Mumbai, Maharashtra-400099, have changed my name and shall hereafter be known as VINOD KUMAR DOGRA.

It is certified that I have complied with other legal requirements in this connection.

VINOD KUMAR
[Signature (in existing old name)]

I, hitherto known as KAMAL KUMAR CHOUHAN son of Late YOGINDER PAUL CHOUHAN, employed as Chief Engineer in HQ 9 Corps, residing at Qtr No. P-1/3, LSNS, Yol Cantt., District-Kangra-176052 (H.P.), have changed my name and shall hereafter be known as KAMAL KUMAR.

It is certified that I have complied with other legal requirements in this connection.

KAMAL KUMAR CHOUHAN
[Signature (in existing old name)]

I, hitherto known as BANTY KUMAR son of Sh. MUKESHWAR KAMAT, employed as Software Engineer, residing at Amrud Bagan, Tatma Toli, P.O.-Bhatta Bazar, P.S.-K. Hat, Purnea, Bihar-854301, have changed my name and shall hereafter be known as PRATYUSH KASHYAP.

It is certified that I have complied with other legal requirements in this connection.

BANTY KUMAR
[Signature (in existing old name)]

I, hitherto known as KINNI daughter of Sh. SHIV KUMAR, a Student in the SOL cell, Delhi University, residing at Village Shikarpur, P.O. Daulatpur, Najafgarh, New Delhi-110043, have changed my name and shall hereafter be known as AAROHI.

It is certified that I have complied with other legal requirements in this connection.

KINNI
[Signature (in existing old name)]

I, hitherto known as PARAMJIT son of Sh. THAKUR DASS, employed as Senior Technician at Institute of Microbial Technology (CSIR-GOI), Sector 39-A, Chandigarh, residing at H. No. 1089, Sector 41-B, Chandigarh, have changed my name and shall hereafter be known as PARAMJIT KASHYAP.

It is certified that I have complied with other legal requirements in this connection.

PARAMJIT
[Signature (in existing old name)]

I, hitherto known as MONMI BORA wife of Shri VINAY SETHI, residing at 5/3, C II M S Flats, Shahjahan Road, New Delhi-110011, have changed my name and shall hereafter be known as SONAKSHI SETHI.

It is certified that I have complied with other legal requirements in this connection.

MONMI BORA
[Signature (in existing old name)]

I, hitherto known as BALWINDER SINGH son of Sh. SOHAN SINGH, employed as Sub Divisional Engineer, Bharat Sanchar Nigam Limited, SDE (MM) O/o General Manager Telecom, Admin Bldg., E-Block, B.R.S. Nagar, Ludhiana, Punjab, residing at H. No. 64, Civil City, Chander Nagar, Haibowal Kalan, Ludhiana, Punjab-141001, have changed my name and shall hereafter be known as BALWINDER SINGH RIKHI.

It is certified that I have complied with other legal requirements in this connection.

BALWINDER SINGH
[Signature (in existing old name)]

I, PANKAJ GARG son of Sh. R. P. GARG, employed as Business Analyst in the Comviva Technologies Limited, residing at Plot-2, Flat 3, 2nd Floor, Neb Sarai, New Delhi-110068, have changed the name of my minor daughter YASHIKA aged 2 years 11 months and she shall hereafter be known as YASHVI.

It is certified that I have complied with other legal requirements in this connection.

PANKAJ GARG
[Signature of Guardian]

I, hitherto known as SUPRABHA HOODA wife of Sh. AMIT RATHEE, residing at A1/159-160, Sector-XI, Rohini, Delhi-110085, have changed my name and shall hereafter be known as SUPRABHA RATHEE.

It is certified that I have complied with other legal requirements in this connection.

SUPRABHA HOODA
[Signature (in existing old name)]

I, hitherto known as VRINDA ROSE PAUL wife of Sh. ROBIN TOM, residing at 54-B, Pkt-A, Dilshad Garden, Delhi-95, have changed my name and shall hereafter be known as VRINDA ROBIN.

It is certified that I have complied with other legal requirements in this connection.

VRINDA ROSE PAUL
[Signature (in existing old name)]

I, hitherto known as RACHNA GUPTA daughter of Sh. B K GUPTA, a Housewife, residing at H. No. 206, 207, 208 J. J. Colony, A Block, Hastsal Road, Uttam Nagar, New Delhi, have changed my name after marriage with Mr. ASHISH JAISWAL and shall hereafter be known as RACHNA JAISWAL.

It is certified that I have complied with other legal requirements in this connection.

RACHNA GUPTA
[Signature (in existing old name)]

I, SATYAVED son of Late RAM KISHORE, employed as MTS in the Directorate General of Health Services, Ministry of Health & Family Welfare, Room No. 552-A Wing, Nirman Bhawan, New Delhi-110011, residing at Village & Post Office, H. No. 167, Kakrola, New Delhi-78, have changed the name of minor son HOSHIAR SINGH aged 16 years and he shall hereafter be known as HARSH.

It is certified that I have complied with other legal requirements in this connection.

SATYAVED
[Signature of Guardian]

I, hitherto known as PRADEEP KUMAR PANDEY son of Sh. S. N. PANDEY, employed as Programmer in NHPC Limited (Govt. of India Enterprise), residing at H. No. 9, Main Road, Maujpur, Delhi-110053, have changed my name and shall hereafter be known as PRADEEP PARASHAR.

It is certified that I have complied with other legal requirements in this connection.

PRADEEP KUMAR PANDEY
[Signature (in existing old name)]

I, hitherto known as BRIJ BALA KAPILA wife of Sh. TILAK RAJ MACHALLA, residing at M-155, Ground Floor South City-1, Gurgaon, Haryana-122001, have changed my name and shall hereafter be known as RAMA RANI.

It is certified that I have complied with other legal requirements in this connection.

BRIJ BALA KAPILA
[Signature (in existing old name)]

I, hitherto known as ABHISHEK RANJAN son of Sh. LAL BABU PANDIT, residing at P-2/624, Sultanpuri, Delhi, have changed my name and shall hereafter be known as ABHISHEK RANJAN BHARDWAJ.

It is certified that I have complied with other legal requirements in this connection.

ABHISHEK RANJAN
[Signature (in existing old name)]

I, hitherto known as ANITA TANWAR wife of Sh. RAMAN PATANWAL, a Housewife, residing at 852, Mahawar Nagar, Kotla Mubarak Pur, New Delhi-110003, have changed my name and shall hereafter be known as SAKSHI PATANWAL.

It is certified that I have complied with other legal requirements in this connection.

ANITA TANWAR
[Signature (in existing old name)]

I, hitherto known as SATPAL son of Sh. SHIVJI RAM BANSAL, as Businessman in the Umesh Bearing Traders, residing at B-17, Vinoba Kunj, Sector-9, Rohini East, Delhi-85, have changed my name and shall hereafter be known as SATPAL BANSAL.

It is certified that I have complied with other legal requirements in this connection.

SATPAL
[Signature (in existing old name)]

I, hitherto known as BINDA YADAV son of Sh. KAPLESHWAR YADAV, a Selfemployed, residing at P-2/524, Sultan Puri, Delhi-110086, have changed my name and shall hereafter be known as GANGA RAM YADAV.

It is certified that I have complied with other legal requirements in this connection.

BINDA YADAV
[Signature (in existing old name)]

I, hitherto known as PRINCY KANWAL daughter of Sh. HARJEET SINGH, residing at WZ-276, G. No. 3, G. N. Nagar, New Delhi-18, have changed my name and shall hereafter be known as PRINCY KAUR KANWAL.

It is certified that I have complied with other legal requirements in this connection.

PRINCY KANWAL
[Signature (in existing old name)]

I, hitherto known as TULIKA daughter of Mr. UMESH KUMAR SINHA, a Student of Hindu College, University of Delhi, residing at A-88, Gurmandi, New Delhi-7, have changed my name and shall hereafter be known as TULIKA SINHA.

It is certified that I have complied with other legal requirements in this connection.

TULIKA
[Signature (in existing old name)]

I, hitherto known as TONNY ISSAHAC son of Sh. ISSAHAC K. YACOB, residing at Flat No. 161, Dhudial Apartment, Madhuban Chowk, Pitampura, Delhi-110034, have changed my name and shall hereafter be known as TONY ISSAC.

It is certified that I have complied with other legal requirements in this connection.

TONNY ISSAHAC
[Signature (in existing old name)]

I, hitherto known as ARJUN GAHLAWAT son of Sh. SURENDER SINGH, a Student in Sanatan Dharam Public School, East Punjabi Bagh, New Delhi-110026, residing at D-16, Bhagwan Dass Nagar, East Punjabi Bagh, New Delhi-110026, have changed my name and shall hereafter be known as ARJUN SINGH.

It is certified that I have complied with other legal requirements in this connection.

ARJUN GAHLAWAT
[Signature (in existing old name)]

I, Subedar UMESH PATALE son of Late R. B. PATALE, employed as Subedar, 312 Field Hospital C/o 56 APO, residing at 312, Field Hospital C/o 56 APO (Permanent Resident of C 46, HIG Vinoba Nagar, Mathru Chhaya, Ratlam, (M.P.), have changed the name of my minor son SOURABH PATALE, aged 14 years and he shall hereafter be known as SOURABH KUMAR PATALE.

It is certified that I have complied with other legal requirements in this connection.

UMESH PATALE
[Signature of Guardian]

I, hitherto known as HARENDER SINGH son of Sh. HUKAM SINGH NEGI, employed as Sr. Accounts Officer in the Principal Accounts Office, Ministry of Consumer Affairs, Food & Public Distribution, Jeevan Deep Building,

Parliament Street, New Delhi, residing at 1026, Sector-8, R. K. Puram, New Delhi-110022, have changed my name and shall hereafter be known as HARENDER SINGH NEGI.

It is certified that I have complied with other legal requirements in this connection.

HARENDER SINGH
[Signature (in existing old name)]

I, hitherto known as RAVINDER MOHAN son of Late L. R. KHURANA, employed as Assistant Director in Intelligence Bureau (MHA), New Delhi, residing at S-IV/931, R. K. Puram, New Delhi, have changed my name and shall hereafter be known as RAVINDER MOHAN KHURANA.

It is certified that I have complied with other legal requirements in this connection.

RAVINDER MOHAN
[Signature (in existing old name)]

I, hitherto known as JANGI son of Sh. RAMBRIKSHA, employed as Senior Test Engineer in QA Infotech Pvt. Ltd. Noida (U.P.)-201301, residing at Vill. and Post-Marar Vindwalia (Barwa), Distt.-Kushinagar, have changed my name and shall hereafter be known as AMAN KUMAR.

It is certified that I have complied with other legal requirements in this connection.

JANGI
[Signature (in existing old name)]

I, hitherto known as DEEPAK KUMAR son of Lt. MATHURA PRASAD, employed as a Tech. Mechanical in R.D.S.O. Lko., residing at 563/186, Chitra Gupta Nagar, Alam Bagh, Lucknow, have changed my name and shall hereafter be known as DEEPAK SRIVASTAVA.

It is certified that I have complied with other legal requirements in this connection.

DEEPAK KUMAR
[Signature (in existing old name)]

I, hitherto known as DHARAM KIRTI son of Sh. OM PRAKASH, residing at Ashiyana Apartment, C-21A, Om Vihar, Uttam Nagar, New Delhi-110059, have changed my name and shall hereafter be known as DHARAMA KIRTI.

It is certified that I have complied with other legal requirements in this connection.

DHARAM KIRTI
[Signature (in existing old name)]

I, hitherto known as RAJAT SHEKHAR son of Mrs. SUDHA, employed as Business Manager in Unichem Laboratories Ltd., residing at Plot No. 35, First Floor, Raja Puri, Uttam Nagar, New Delhi-110059, have changed my name and shall hereafter be known as RAJAT JETHWANI.

It is certified that I have complied with other legal requirements in this connection.

RAJAT SHEKHAR
[Signature (in existing old name)]

I, hitherto known as TINA wife of Shri NITISH SARIN, residing at 71/98 Prem Nagar, Janak Puri, New Delhi-110058, have changed my name and shall hereafter be known as DIYA SARIN.

It is certified that I have complied with other legal requirements in this connection.

TINA
[Signature (in existing old name)]

I, hitherto known as ARJUN KUMAR son of Lt. JAGBIR SINGH, employed as Constable in the Delhi Police, residing at A-6/46, Bhajanpura, Delhi-110053, have changed my name and shall hereafter be known as ARJUN SINGH.

It is certified that I have complied with other legal requirements in this connection.

ARJUN KUMAR
[Signature (in existing old name)]

I, hitherto known as UTKARSH son of Shri KUNDAN MITTAL, a Student in B.E. IInd (EC) Vaish College of Engineering, Rohtak, residing at 227-B, Medical More, Model Town, Rohtak-124001, (Haryana), have changed my name and shall hereafter be known as UTKARSH MITTAL.

It is certified that I have complied with other legal requirements in this connection.

UTKARSH
[Signature (in existing old name)]

I, hitherto known as ANNU wife of Late RAM SINGH, residing at J-58, Majnu Ka Tilla, Delhi-54, have changed my name and shall hereafter be known as SHANTI DEVI.

It is certified that I have complied with other legal requirements in this connection.

ANNU
[Signature (in existing old name)]

I, hitherto known as BERISTER RAI son of Shri MUNNA LAL, residing at Block No. 06, House No. 112, Trilok Puri,

New Delhi-110091, have changed my name and shall hereafter be known as VIRAJ KUMAR.

It is certified that I have complied with other legal requirements in this connection.

BERISTER RAI
[Signature (in existing old name)]

I, hitherto known as RAJESH son of Shri SOHAN LAL, employed as Financial Analyst in the Oracle India Pvt. Ltd., residing at 1-A R.C.F. Complex Flying Club Safdar Jang Airport, New Delhi-110003, have changed my name and shall hereafter be known as RAJESH JUYAL.

It is certified that I have complied with other legal requirements in this connection.

RAJESH
[Signature (in existing old name)]

I, hitherto known as NEHA KUMARI daughter of Shri RAJPAL SINGH, residing at RZ-228, Street No. 2, East Sagarpur, New Delhi-46, have changed my name and shall hereafter be known as NEHA CHAUHAN.

It is certified that I have complied with other legal requirements in this connection.

NEHA KUMARI
[Signature (in existing old name)]

I, hitherto known as ANIRBAN SAHA son of Mr. ANIEL KUUMAR SAHA, residing at G-22, Sector-27, Noida-201301, Gautam Budha Nagar, U.P., have changed my name and shall hereafter be known as AUNIRBAN SAHA.

It is certified that I have complied with other legal requirements in this connection.

ANIRBAN SAHA
[Signature (in existing old name)]

I, hitherto known as SURESH son of Late NANHEY RAM, residing at 199, Humayun Pur, Safdarjang Enclave, New Delhi-110029, have changed my name and shall hereafter be known as SURESH KUMAR.

It is certified that I have complied with other legal requirements in this connection.

SURESH
[Signature (in existing old name)]

I, hitherto known as MEENAKSHI JADWANI wife of Shri ROHIT CHHABRIA, residing at D-501, 5th floor, Jhule

Lal Apartment Road No. 44, Pitam Pura, Delhi-110034, have changed my name and shall hereafter be known as YASHI CHHABRIA.

It is certified that I have complied with other legal requirements in this connection.

MEENAKSHI JADWANI
[Signature (in existing old name)]

I, RAJPAL SINGH son of Late CHANDER SINGH, residing at 1810, Chandrawal Road, Subzi Mandi, Delhi-110007, have changed the name of my minor son from ANKIT DAHIYA aged about 15 years and he shall hereafter be known as VIRAJ DAHIYA.

It is certified that I have complied with other legal requirements in this connection.

RAJPAL SINGH
[Signature of Guardian]

I, ASHOK KUMAR son of Shri JAGDISH RAI, residing at 94, Phase-XI, S.A.S. Nagar (Mohali), Punjab, have changed the name of my minor son from Manila to SAURAV and he shall hereafter be known as SAURAV.

It is certified that I have complied with other legal requirements in this connection.

ASHOK KUMAR
[Signature of Guardian]

I, hitherto known as BRIJESH KUMAR son of Shri VISHVESHWAR, a Businessman in the Property Dealer, residing at B-225/5 Gali No.-7, Ashok Nagar, Shahdara, Delhi-93, have changed my name and shall hereafter be known as VIJAY KUMAR.

It is certified that I have complied with other legal requirements in this connection.

L.T.I. of BRIJESH KUMAR

I, hitherto known as INDU daughter of Mr. MUKESH KUMAR SHEETAL, residing at B-77, A/4, Dilshad Colony, New Delhi-110095, have changed my name and shall hereafter be known as ISHIKA.

It is certified that I have complied with other legal requirements in this connection.

INDU
[Signature (in existing old name)]

I, hitherto known as SHOBHAA/SHOBHAA BHARDWAJ daughter of Shri P.N. BHARDWAJ, employed as

Stenographer in the G.B. Pant Hospital, residing at 125, Nimri Colony, Delhi-110052, have changed my name and shall hereafter be known as SHOBHA.

It is certified that I have complied with other legal requirements in this connection.

SHOBHAA/SHOBHAA BHARDWAJ
[Signature (in existing old name)]

I, hitherto known as MADHU BALA daughter of Shri MANGAL SINGH, employed as Test Executive in the Webdhoom Pvt., residing at Mohalla Khatri Para, Atrauli, Aligarh, U.P., have changed my name and shall hereafter be known as MAHEK RAJPUT.

It is certified that I have complied with other legal requirements in this connection.

MADHU BALA
[Signature (in existing old name)]

I, hitherto known as TITA PANWAR son of Shri RAJPAL SINGH PANWAR, residing at A-110, Street No. 03, East Nathu Colony, Delhi-110093, have changed my name and shall hereafter be known as PRIYANSHU PANWAR.

It is certified that I have complied with other legal requirements in this connection.

TITA PANWAR
[Signature (in existing old name)]

I, hitherto known as SAROJ BALA wife of Late ASHWANI KUMAR VERMA, employed as Senior Section Supervisor working in Pers. Cell-General Manager (North), MTNL, Sec.-3, Rohini, Delhi-110085, residing at C-3/129 (FF), Sector-11, Rohini, Delhi-110085, have changed my name and shall hereafter be known as SAROJ BALA VERMA.

It is certified that I have complied with other legal requirements in this connection.

SAROJ BALA
[Signature (in existing old name)]

I, hitherto known as Dr. RITESH KUMAR son of Shri GANGA SHARAN GUPTA, employed as Senior Resident in the Dr. R.M.L. Hospital, New Delhi, residing at CR-231/A, Lalita Park, Laxmi Nagar, Delhi-110092, have changed my name and shall hereafter be known as Dr. RITESH KUMAR GUPTA.

It is certified that I have complied with other legal requirements in this connection.

RITESH KUMAR
[Signature (in existing old name)]

I, hitherto known as RAVI DASS son of Shri TIRATH RAM, residing at Vill. Hayat Pur, P.O. Kotli Khas, Tehsil Mukerian, Distt. Hoshiarpur, Punjab, have changed my name and shall hereafter be known as RAVI KUMAR.

It is certified that I have complied with other legal requirements in this connection.

RAVI DASS
[Signature (in existing old name)]

I, hitherto known as SAT PRAKASH son of Late YASHPAL KAUSHIK, employed as MTS, M/o Health & Family Welfare, Nirman Bhawan, New Delhi, residing at 168, Khirki Village, Malviya Nagar, New Delhi, have changed my name and shall hereafter be known as SATYA PRAKASH KAUSHIK.

It is certified that I have complied with other legal requirements in this connection.

SAT PRAKASH
[Signature (in existing old name)]

I, hitherto known as SHAILENDAR KUMAR son of Shri DINESH, residing at 4/11, Railway Colony, Sarojini Nagar, New Delhi-110023, have changed my name and shall hereafter be known as SHAILENDRA GAUR.

It is certified that I have complied with other legal requirements in this connection.

SHAILENDAR KUMAR
[Signature (in existing old name)]

I, hitherto known as JITENDER son of Shri DHARAM PAL, studying in the Delhi University, residing at RZ-220/18 Tughlakabad Extension, New Delhi-110019, have changed my name and shall hereafter be known as JATIN SINGH.

It is certified that I have complied with other legal requirements in this connection.

JITENDER
[Signature (in existing old name)]

I, hitherto known as GULFAN son of AKEEL, residing at J-334, Gali No. 1, Kartar Nagar, Delhi, have changed my name and shall hereafter be known as SAMEER.

It is certified that I have complied with other legal requirements in this connection.

GULFAN
[Signature (in existing old name)]

I, hitherto known as KIRAN SHARMA wife of Shri ROOP CHAND, a Housewife, residing at Street No. 3A,

Gulmohar Nagar, Amloh Road, Khanna, Tehsil Khanna, Distt. Ludhiana, have changed my name and shall hereafter be known as KIRANJEET.

It is certified that I have complied with other legal requirements in this connection.

KIRAN SHARMA
[Signature (in existing old name)]

I, hitherto known as SURENDRANATH HEMRAM son of Late BIHARI CHARAN HEMRAM, employed as Sr. SO(A) in the Office of Dy. FA&CAO(W/S), S.E. Rly/Kharagpur, residing at Rly. Qtr. No. 7171, Old Settlement, Kharagpur, have changed my name and shall hereafter be known as SURENDRANATH HEMBRAM.

It is certified that I have complied with other legal requirements in this connection.

SURENDRANATH HEMRAM
[Signature (in existing old name)]

I, hitherto known as RUPINDER SINGH son of Shri SURJIT SINGH, a student, residing at Village Kansuha Kalan, Post Office Allowal, Tehsil Nabha, District Patiala, have changed my name and shall hereafter be known as RUPINDER SINGH BHANGU.

It is certified that I have complied with other legal requirements in this connection.

RUPINDER SINGH
[Signature (in existing old name)]

I, hitherto known as SOHAN SINGH son of Shri LACHHMAN SINGH, employed as Branch Manager, Syndicate Bank, residing at 100 British Town Dakoha, Jalandhar, Punjab, have changed my name and shall hereafter be known as SOHAN SINGH JALOTA.

It is certified that I have complied with other legal requirements in this connection.

SOHAN SINGH
[Signature (in existing old name)]

I, hitherto known as MANGLI wife of Shri SHER SINGH, a Housewife, residing at Village Kasba Kotra, P.O. Nagina Distt. Bijnor U.P., have changed my name and shall hereafter be known as MANGATI.

It is certified that I have complied with other legal requirements in this connection.

R.T.I. of MANGLI

I, hitherto known as KUMAR AMBRESH RAO RANJAN son of Shri RAM PRASAD, employed as Senior Research Engineer at Centre for Development of Telematics (C-DOT), C-DOT Campus, Mandi Road, Mehrauli, New Delhi-110030 Autonomous Body under Ministry of Communications and Information Technology, residing at 171, IIIrd Floor, New Manglapuri, M.G. Road, Mehrauli, New Delhi-110030, have changed my name and shall hereafter be known as AMBRESH RAO RANJAN.

It is certified that I have complied with other legal requirements in this connection.

KUMAR AMBRESH RAO RANJAN
[Signature (in existing old name)]

I, PREM KUMAR MALHOTRA son of Late G.V. MALHOTRA, residing at 311, Kanungo Apartment, 71, I.P. Extension, New Delhi-92, have changed the name of my minor adopted daughter SIMRAN NAGPAL aged 15 years and she shall hereafter be known as SIMRAN MALHOTRA.

It is certified that I have complied with other legal requirements in this connection.

PREM KUMAR MALHOTRA
[Signature of Guardian]

I, hitherto known as MAHANANDA BHIMAGOUDA PATIL wife of Shri MAHADEV NAGAPPA DANANNAVAR, employed in Private Service, residing at Ugar Khurd, Taluka Athani, District Belgaum, State Karnataka, Pin-591316, have changed my name and shall hereafter be known as MAHANANDA MAHADEV DANANNAVAR.

It is certified that I have complied with other legal requirements in this connection.

MAHANANDA BHIMAGOUDA PATIL
[Signature (in existing old name)]

I, hitherto known as KANCHANA daughter of Shri LAXMAN SHELAKE, a housewife, residing at 1632/5, Vidyanagar, Athani, Tq. Athani, Distt. Belgaum, State Karnataka, Pin-591304, have changed my name and shall hereafter be known as ROOPA wife of RAJAKUMAR GAYAKWAD.

It is certified that I have complied with other legal requirements in this connection.

KANCHANA
[Signature (in existing old name)]

I, hitherto known as BASAPPA son of Shri SATAPPA KAMBLE, employed in Private Service, residing at Krishna Kittur Village. Tal. Athani, Distt. Belgaum, State Karnataka

Pin-591303, have changed my name and shall hereafter be known as BASAPPA SATAPPA MOURYA.

It is certified that I have complied with other legal requirements in this connection.

BASAPPA
[Signature (in existing old name)]

I, hitherto known as KAILASH RAM son of Shri RATI RAM, employed as Doctor in the Municipal Corporation of Delhi, Hospital i.e. Swami Daya Nand Hospital, Shahdara, Delhi-95, have changed my name and shall hereafter be known as KAILASH RAM VERMA.

It is certified that I have complied with other legal requirements in this connection.

KAILASH RAM
[Signature (in existing old name)]

I, hitherto known as VIKRAMJEET SINGH son of S. SUKHVINDER SINGH, residing at Kothi No. 13 S.S.T. Nagar, Patiala, have changed my name and shall hereafter be known as VIKRAMJEET SINGH VIRK.

It is certified that I have complied with other legal requirements in this connection.

VIKRAMJEET SINGH
[Signature (in existing old name)]

I, hitherto known as LALIT NARAYAN SWARNKAR son of Late BISHESHWAR SWARNKAR, employed as Superintendent Rehabilitation in the Pt. Deendayal Upadaya, Institute for the Physically Handicapped, 4, Vishnu Digamber Marg, New Delhi-110002, have changed my name and shall hereafter be known as LALIT NARAYAN.

It is certified that I have complied with other legal requirements in this connection.

LALIT NARAYAN SWARNKAR
[Signature (in existing old name)]

I, hitherto known as SEEMA KUMARI wife of Sh. LALIT NARAYAN, employed as (Special Education Teacher) in the (National Institute for the Mentally Handicapped, Model Special Education Centre [NIMH, MSEC] Kasturba Niketen, Lajpat Nagar-II, New Delhi-110024), residing at (46, Gagan Vihar, Delhi-110051), have changed my name and shall hereafter be known as SEEMA NARAYAN.

It is certified that I have complied with other legal requirements in this connection.

SEEMA KUMARI
[Signature (in existing old name)]

I, hitherto known as VIMLESH KUMARI wife of Sh. AMIT CHOUDHARY, residing at 1514, Sector-7 Ext., Near Vivekanand School, Gurgaon-122001 (Haryana), have changed my name and shall hereafter be known as VINU CHOUDHARY.

It is certified that I have complied with other legal requirements in this connection.

VIMLESH KUMARI
[Signature (in existing old name)]

I, hitherto known as BOBBILISURYA MOHAN RAO son of Sh. BOBBILISURYA RAO, employed as Head Constable in the Central Industrial Security Force (Ministry of Home Affairs), residing at Wazccedunagaram, Post Wazeedumandalam, Distt. Khammam (A.P.) Pin-507136, have changed my name and shall hereafter be known as SHAIK MOHINUDDIN.

It is certified that I have complied with other legal requirements in this connection.

BOBBILISURYA MOHAN RAO
[Signature (in existing old name)]

I, hitherto known as VIKAS KUMAR son of Sh. ASHOK KUMAR ARORA, employed as Lead Implementation Analyst, Mercer India Pvt. Ltd., residing at 10, B-17, First Floor RHS, Spring Field Colony, Sector 31-32, Faridabad, have changed my name and shall hereafter be known as VIKAS KUMAR ARORA.

It is certified that I have complied with other legal requirements in this connection.

VIKAS KUMAR
[Signature (in existing old name)]

I, hitherto known as GOVIND PANDIA son of Sh. HEERA LAL PANDIA, employed as Lead Engineer, HCL Technologies Noida, residing at 41C, Block D4, Udhog Vihar, Sector-82, Noida-201301, have changed my name and shall hereafter be known as GOVIND PRASAD PANDIA.

It is certified that I have complied with other legal requirements in this connection.

GOVIND PANDIA
[Signature (in existing old name)]

I, hitherto known as KUMUD SHARMA wife of Sh. RAKESH BHARTIYA, employed as Head Mistress in the Bhartiya Vidhyalaya (Govt. Aided) Sindhora Kalan, Shakti Nagar Extn., Delhi-110052, residing at 293, Kohat Enclave, Pitampura, Delhi-110034, have changed my name and shall hereafter be known as KUMUD BHARTIYA.

It is certified that I have complied with other legal requirements in this connection.

KUMUD SHARMA
[Signature (in existing old name)]

I, hitherto known as PARDEEP SINGH son of Sh. BALWINDER SINGH, residing at Village Bhateri, Post Off. Bhappal, Tehsil Rajpura, District Patiala, Punjab, have changed my name and shall hereafter be known as PARDEEP SINGH BATTH.

It is certified that I have complied with other legal requirements in this connection.

PARDEEP SINGH
[Signature (in existing old name)]

I, hitherto known as TANVI TYAGI wife of Sh. PAWAN SUKHIA, residing at C-45, Shivaji Park, Punjabi Bagh West, New Delhi-110026, have changed my name and shall hereafter be known as NIYATI SUKHIA.

It is certified that I have complied with other legal requirements in this connection.

TANVI TYAGI
[Signature (in existing old name)]

I, hitherto known as KAMINI DEHULIA daughter of Sh. G. K. DEHULIA, residing at Yash-202, Fine Residency, Gulmohar-3, Bhopal-462039, have changed my name and shall hereafter be known as KAVYA DEHULIA.

It is certified that I have complied with other legal requirements in this connection.

KAMINI DEHULIA
[Signature (in existing old name)]

I, hitherto known as SHWETA BATRA wife of Sh. BHASKAR PRAKASH, a Housewife, residing at E-39, First Floor, New Multan Nagar, Rohtak Road, New Delhi-110056, have changed my name and shall hereafter be known as SHWETA CHUGH.

It is certified that I have complied with other legal requirements in this connection.

SHWETA BATRA
[Signature (in existing old name)]

I, hitherto known as NARESH CHAND/CHANDER/CHANDRA, GUPT/GUPTA son of Late GOKAL/GOKUL, CHAND/CHANDAR/CHANDRA, GUPT/GUPTA, employed as JTO in Mahanagar Telephone Nigam, residing at Type-IV, Qt. 44, Block-B, GH-17, MTNL Staff Quarter, Paschim Vihar,

Delhi-87, have changed my name and shall hereafter be known as NARESH CHAND GUPTA son of Late GOKAL CHAND GUPTA.

It is certified that I have complied with other legal requirements in this connection.

NARESH CHAND/CHANDER/CHANDRA, GUPT/
GUPTA
[Signature (in existing old name)]

I, hitherto known as TEJASWI SHARMA son of Late D. K. SHARMA, residing at 6/20, Second Floor, West Patel Nagar, Delhi-110008, have changed my name and shall hereafter be known as TEJASSWI SHARRMA.

It is certified that I have complied with other legal requirements in this connection.

TEJASWI SHARMA
[Signature (in existing old name)]

I, hitherto known as UJJWAL SHARMA son of Late D. K. SHARMA, residing at 6/20, Second Floor, West Patel Nagar, Delhi-110008, have changed my name and shall hereafter be known as UJJWWAL SHARRMA.

It is certified that I have complied with other legal requirements in this connection.

UJJWAL SHARMA
[Signature (in existing old name)]

I, hitherto known as SEEMA JAIN wife of Sh. PRADEEP JAIN, a Housewife, residing at 84, Shanti Vihar, Delhi-110092, have changed my name and shall hereafter be known as RITU JAIN.

It is certified that I have complied with other legal requirements in this connection.

SEEMA JAIN
[Signature (in existing old name)]

I, hitherto known as MAHENDER SINGH son of Sh. L. R. BHARTI, employed as [Asstt. (T) E & H] in The Oriental Insurance Company Limited, Head Office, A-25/27, Asaf Ali Road, New Delhi-110002, residing at A-6618, Gali No. 4, Block No. 9, Dev Nagar, Karol Bagh, New Delhi-110005, have changed my name and shall hereafter be known as MAHENDER BHARTI.

It is certified that I have complied with other legal requirements in this connection.

MAHENDER SINGH
[Signature (in existing old name)]

I, hitherto known as SAJJAN son of Sh. RANBIR SINGH, residing at 767/22, Jhang Colony, Rohtak, have changed my name and shall hereafter be known as SAJJAN GULIA.

It is certified that I have complied with other legal requirements in this connection.

SAJJAN
[Signature (in existing old name)]

I, RITU SHARMA daughter of Sh. VINOD KUMAR SHARMA, employed as Asstt. Vice President in the Anand Rathi Insurance Broker, residing at 124 & 125, Gautam Nagar, New Delhi-110049, have changed the name of my minor daughter SURBHI JAIN aged 15 years and she shall hereafter be known as SURBHI KASHYAP.

It is certified that I have complied with other legal requirements in this connection.

RITU SHARMA
[Signature of Guardian]

I, hitherto known as SIMRAN JEET SINGH son of Sh. BALBIR SINGH, residing at E-50, Nanhey Park, Uttam Nagar, New Delhi-110059, have changed my name and shall hereafter be known as ROBIN SINGH.

It is certified that I have complied with other legal requirements in this connection.

SIMRAN JEET SINGH
[Signature (in existing old name)]

I, hitherto known as PRERANA SINGH CHAUHAN wife of Sh. ASHISH DIXIT, employed as Captain MNS BHDC-10 in Indian Army, residing at E.W.S. 4551, Awas Vikas, Bhag-3, Panki Road, Kalyanpur, Kanpur-208017, have changed my name and shall hereafter be known as PRERANA DIXIT.

It is certified that I have complied with other legal requirements in this connection.

PRERANA SINGH CHAUHAN
[Signature (in existing old name)]

I, hitherto known as REENA wife of Sh. VINOD KUMAR DUGGAL, a Housewife, residing at 2, Gali Panditan Wali, Near Post Office, VPO Attari, Distt. Amritsar (Pb.)-143108, have changed my name and shall hereafter be known as RENU DUGGAL.

It is certified that I have complied with other legal requirements in this connection.

REENA
[Signature (in existing old name)]

I, MAHADEV YADAV son of Sh. UTTAM YADAV, employed in the D.S.I.I.D.C. Complex, residing at C-80, Sharda Puri, Ramesh Nagar, New Delhi-110015, have changed the name of my minor son PAPPU KUMAR YADAV aged 17 years and he shall hereafter be known as NITISH KUMAR.

It is certified that I have complied with other legal requirements in this connection.

MAHADEV YADAV
[Signature of Guardian]

I, hitherto known as BANTY son of Sh. SUKHPAL SINGH, residing at F-1802, J. J. Colony, Tigri, New Delhi-110062, have changed my name and shall hereafter be known as HIMANSHU LOHAT.

It is certified that I have complied with other legal requirements in this connection.

BANTY
[Signature (in existing old name)]

I, hitherto known as SONU son of Sh. SUKHPAL SINGH, employed as Claim Associate in United Health Group, residing at F-1802, J. J. Colony, Tigri, New Delhi-110062, have changed my name and shall hereafter be known as SONU LOHAT.

It is certified that I have complied with other legal requirements in this connection.

SONU
[Signature (in existing old name)]

I, hitherto known as PREETI GUPTA wife of Sh. SHARWAN GUPTA, a Housewife, residing at D-144, Kamla Nagar, Delhi-110007, have changed my name and shall hereafter be known as PRATIMA GUPTA.

It is certified that I have complied with other legal requirements in this connection.

PREETI GUPTA
[Signature (in existing old name)]

I, hitherto known as HEMA wife of Sh. JITENDER CHANDANI, residing at 3/29, Old Double Storey, Lajpat Nagar-4, New Delhi-24, have changed my name and shall hereafter be known as KANIKA CHANDANI.

It is certified that I have complied with other legal requirements in this connection.

HEMA
[Signature (in existing old name)]

I, ANITA MEHRA daughter of Late TARSEM LAL, residing at 5/28, Old Double Storey, Lajpat Nagar-IV, New Delhi, have changed the name of my minor daughter ANJUM HEENA aged about 16 years and she shall hereafter be known as SAANVI MEHRA.

It is certified that I have complied with other legal requirements in this connection.

ANITA MEHRA
[Signature of Guardian]

I, hitherto known as ARVIND @ ARVIND SARASWATI son of Sh. BALRAM SARASWATI, residing at 36, A.R.D. Complex, R. K. Puram, Sector-13, New Delhi-110066, have changed my name and shall hereafter be known as ARVIND SARASWAT

It is certified that I have complied with other legal requirements in this connection.

ARVIND @ ARVIND SARASWATI
[Signature (in existing old name)]

I, RAMESH KUMAR son of Sh. SATYA NARAYAN, self employed, residing at 46/3, Araghar, Haridwar Road, Dehradun, Uttarakhand, have changed the name of my minor son ABHIST JAISWAL aged 16 years and he shall hereafter be known as ABHIST KUMAR.

It is certified that I have complied with other legal requirements in this connection.

RAMESH KUMAR
[Signature of Guardian]

I, SUNIL BARTHWAL son of Late S. P. BARTHWAL, employed as Senior Judicial Assistant in the High Court of Delhi, New Delhi, residing at 517, Sector-5, R. K. Puram, New Delhi-110022, have changed the name of my minor daughter SHIVANJALI BARTHWAL aged 4 years and she shall hereafter be known as SAMRIDDHI BARTHWAL.

It is certified that I have complied with other legal requirements in this connection.

SUNIL BARTHWAL
[Signature of Guardian]

I, hitherto known as SONU son of Sh. BABBAN SHAH, residing at A-214, J. J. Colony, Pankha Road, Uttam Nagar, New Delhi-110059, have changed my name and shall hereafter be known as SONU SHAH.

It is certified that I have complied with other legal requirements in this connection.

SONU
[Signature (in existing old name)]

I, hitherto known as VIMAL KANTA KHUNGER wife of Sh. BHARAT BHUSHAN, employed as Personal Assistant in the Dean Students Welfare Office, University of Delhi, Delhi residing at C-201, Plot No. 113, Sagar Sadan, Patparganj, I. P. Extension, Delhi-110092, have changed my name and shall hereafter be known as VIMAL KANTA.

It is certified that I have complied with other legal requirements in this connection.

VIMAL KANTA KHUNGER
[Signature (in existing old name)]

I, hitherto known as APARNA H. S. wife of Sh. SANJAY KUMAR, employed as Superintendent of Police District Firozabad in the Uttar Pradesh Government, residing at 3/15 Fawn Brake Avenue near Yojana Bhawan Hussainganj, Lucknow, have changed my name and shall hereafter be known as APARNA KUMAR.

It is certified that I have complied with other legal requirements in this connection.

APARNA H. S.
[Signature (in existing old name)]

I, hitherto known as NALLAPARAJU PADMAJA wife of Sh. AJAY CHAUHAN, employed as Senior Superintendent of Police District Mathura in the Uttar Pradesh Government, residing at B-102, CSI Tower, Gomti Nagar, Lucknow, have changed my name and shall hereafter be known as PADMAJA CHAUHAN.

It is certified that I have complied with other legal requirements in this connection.

NALLAPARAJU PADMAJA
[Signature (in existing old name)]

I, hitherto known as RAJIYA BEGUM wife of Mr. ASH MOHAMMED, residing at J-136-137, Dakshinpuri, New Delhi-110062, have changed my name and shall hereafter be known as SEEMA.

It is certified that I have complied with other legal requirements in this connection.

RAJIYA BEGUM
[Signature (in existing old name)]

CHANGE OF RELIGION

I, RAJIYA BEGUM wife of Mr. ASH MOHAMMED, residing at J-136-137, Dakshinpuri, New Delhi-110062, do hereby solemnly affirm and declare that I have embraced HINDUISM and renounced ISLAM with effect from 13th August 2012.

It is certified that I have complied with other legal requirements in this connection.

RAJIYA BEGUM
[Signature]

I, DIMPLE DHAWAN daughter of Late GIRI RAJ DHAWAN, employed as a Doctor in the Seth M. Lal Hospital, 120, Sarojini Park, Shastri Nagar, Delhi-110031, residing at 22-A, J&K Extension, Laxmi Nagar, Delhi-110092, do hereby solemnly affirm and declare that I have embraced ISLAM and renounced HINDUISM with effect from 20.05.2012.

It is certified that I have complied with other legal requirements in this connection.

DIMPLE DHAWAN
[Signature]

PUBLIC NOTICE

I, MINAL SINGH wife of Late S. SUKHWINDER SINGH NAROO, residing at 9/10, First Floor, East Patel Nagar, New Delhi-110008, do hereby declare for General information that name of mine has been wrongly written as MEENA NAROO. The actual name of mine is MINAL SINGH.

It is certified that I have complied with other legal requirements in this connection.

MINAL SINGH
[Signature]

I, RAJENDER son of Sh. LAKHEE RAM, residing at D-354, Sanjay Colony, Bhatti Mines, New Delhi-110074, do hereby declare for general information that the name of my father has been wrongly written as LAKHAN SINGH in my educational documents. The actual name of my father is LAKHEE RAM which may be amended accordingly.

It is certified that I have complied with other legal requirements in this connection.

RAJENDER
[Signature]

I, SURENDERA son of Sh. LAKHEE RAM, residing at D-354, Sanjay Colony, Bhatti Mines, New Delhi-110074, do hereby declare for general for information that the name of my father has been wrongly written as LAKAAN my educational documents and other documents. The actual name of my father is LAKHEE RAM which may be amended accordingly.

It is certified that I have complied with other legal requirements in this connection.

SURENDERA
[Signature]

I, BABU KHAN son of SAEED AHMAD, residing at 357, J-Block, Sundar Nagri, Delhi-110093, do hereby declare for general information that the name of my father has been wrongly written as SHAHID AHMAD in my license and other documents. That actual name of my father is SAEED AHMAD which may be amended accordingly.

It is certified that I have complied with other legal requirements in this connection.

BABU KHAN
[Signature]

I, UMA DEVI PAL wife of Sh. RAJ BAHADUR PAL, residing at 61, S. P. Air Force, Subroto Park, New Delhi-110010, do hereby inform that the name of mine has been wrongly written as SUMAN in the Educational documents of my son AMIT KUMAR PAL aged 17 years. The actual name of mine is UMA DEVI PAL which may be amended accordingly.

It is certified that I have complied with other legal requirements in this connection.

UMA DEVI PAL
[Signature]

I, NIRUPAMA wife of Late RAMVIR SINGH, residing at Quarter No. 4/41, Block Y, Type-1, Panchkuiya Road, Mandir Marg, New Delhi-110001, do hereby declare for general information that the name of mine has been wrongly written as BABLI in the educational documents of my son AKASH aged 16 years. The actual name of mine is NIRUPAMA which may be amended accordingly.

It is certified that I have complied with other legal requirements in this connection.

NIRUPAMA
[Signature]

It is for general information I NAVNEET KAUR daughter of S. MANTAR SINGH SODHI, residing at Village Dhilwan Kalan, Distt. Faridkot, Punjab, do hereby declare that name of my mother has been wrongly written as RAMINDER KAUR SODHI in my educational documents and in other documents. The actual name of my mother is RAVINDER KAUR SODHI, which may be amended accordingly.

It is certified that I have complied with other legal requirements in this connection.

NAVNEET KAUR
[Signature]

I, SANDEEP KAUR wife of Late GURBIR SINGH daughter of Shri HARBANS SINGH, residing at M-342, 1st Floor, Guru Harkishan Nagar, Paschim Vihar, New Delhi-110087, do hereby declare that my father's name has been wrongly mentioned in my Academic and Professional records as Late SUNDER SINGH instead of HARBANS SINGH. My

father's actual name is HARBANS SINGH which may be amended accordingly.

It is certified that I have complied with other legal requirements in this connection.

SANDEEP KAUR
[Signature]

I, BHARAT BHUSHAN NAGPAL son of Late KISHAN CHAND, residing at 23, Sitaram Apartment, I. P. Extension, Delhi-110092, do hereby declare that my daughter SIMRAM NAGPAL aged 15 years has been adopted by Shri PREM KUMAR MALHOTRA son of Late G. V. MALHOTRA resident of 311, Kanungo Apartments, 71, I. P. Extension, Delhi-110092. vide Adoption Deed No. 1914 Book No. 3, Vol. No. 1,118 dated 20.06.2012.

It is certified that I have complied with other legal requirements in this connection.

BHARAT BHUSHAN NAGPAL
[Natural Parent]

I, PREM KUMAR MALHOTRA son of late G. V. MALHOTRA residing at 311, Kanungo Apartments, 71, I.P. Extension, Delhi-92, do hereby solemnly affirm and declare that I have adopted SIMRAN NAGPAL as stated above with effect from 20.06.2012.

It is certified that I have complied with other legal requirements in this connection.

PREM KUMAR MALHOTRA
(Adopting Parent)

I, SURENDRA SHAH son of Late CHANDER SHAH, residing at B-147, Lal Bagh, Azadpur, Delhi-110033, do hereby declare for general information that the name of mine/my son has been wrongly written as SURENDRA SAV and RAJ SAV in the educational documents. The actual name of mine/my son is SURENDRA SHAH and RAJ SHAH respectively which may be amended accordingly.

It is certified that I have complied with other legal requirements in this connection.

SURENDRA SHAH
[Signature]

I, YOGINDER PAL SINGH son of Sh. DHARAMVIR SINGH, residing at A-113, Gali No. 1, Shakar Pur, Delhi-110092, do hereby declare for general information that my name has been wrongly written as YOGINDER SINGH in the educational documents of my son HEMANT SINGH. The actual name of mine is YOGINDER PAL SINGH which may be amended accordingly.

It is certified that I have complied with other legal requirements in this connection.

YOGINDER PAL SINGH
[Signature]

It is for general information that I AJAY KUMAR son of Sh. M. S. DAGAR, residing at RZ-235, Raj Nagar-II, Palam Colony, New Delhi-110077, do hereby declare that name of my son has been wrongly written as ROHAN in his educational documents. The actual name of my son is ROHAN DAGAR which may be amended accordingly.

It is certified that I have complied with other legal requirements in this connection.

AJAY KUMAR
[Signature]

I, DINESH CHAND KANDPAL son of Sh. TARA DUTT KANDPAL, residing at J-2, East Mehram Nagar, Palam Airport, Delhi Cantt. New Delhi-110037, do hereby declare for general information that the name of mine/my wife/my son has been wrongly written as DINESH CHAND KHANDPAL/HEMA KHANDPAL/JATIN KHANDPAL in my son's educational documents and other documents. The actual name of mine/my wife/my son is DINESH CHAND KANDPAL/HEMA KANDPAL/JATIN KANDPAL respectively which may be amended accordingly.

It is certified that I have complied with other legal requirements in this connection.

DINESH CHAND KANDPAL
[Signature]

It is general information that I, GAUTAM son of Sh. RAM SHOBHIT YADAV, residing at N-86/26, Lawrence Road, Delhi-110035, do hereby declare inform that my father's name has been wrongly written as RAM SWAROOP YADAV in my educational documents and in other documents. The actual name of my father is RAM SHOBHIT YADAV which may be amended accordingly.

It is certified that I have complied with other legal requirements in this connection.

GAUTAM
[Signature]

I, ROHIT son of Sh. INDER LAL, residing at 53/10, Pul Mithai, Library Road, Azad Market, Delhi-110006, do hereby declare for general information that the name of my father has been wrongly written as INDERJEET in my educational documents and other documents. The actual name of my father is INDER LAL which may be amended accordingly.

It is certified that I have complied with other legal requirements in this connection.

ROHIT
[Signature]

I, GOPINATHEN NAIR T. G. son of Late GOPALAN NAIR T. K., residing at G-4/15, 2nd Floor, Sector-16, Rohini, New Delhi-110089, do hereby declare for general information that the name of mine has been wrongly written as GOPINATH in the educational documents of my son GAGAN GOPINATH aged 17 years. The actual name of mine is GOPINATHEN NAIR T.G. which may be amended accordingly.

It is certified that I have complied with other legal requirements in this connection.

GOPINATHEN NAIR T. G.
[Signature]

I, BIJOY CHANDRA DAS son of Late MAHADEB CHANDRA DAS, residing at Vil.-Shitgram, P.O. Panishalahat, P. S. Raiganj, Distt. Uttar Dinajpur, Pin-733134 (W.B.), do hereby declare for general information that the name of my father has been wrongly written as BIJOY KUMAR SINGH & MOHADEO SINGH in my educational documents and service book/licence and other documents. The actual name of mine/my father is BIJOY CHANDRA DAS & MAHADEB CHANDRA DAS which may be amended accordingly.

It is certified that I have complied with other legal requirements in this connection.

BIJOY CHANDRA DAS
[Signature]

I, ROOPAM SOURYA son of Sh. ASHOK KUMAR, residing at 519, Gautam Gali, Kabir Basti, Malka Ganj, Delhi-110007, do hereby declare for general information that the name of mine, my father and my mother has been wrongly written as ROOPAM SOURIYA, ASHOK KUMAR SOURITA and TIRANJANA SOURITA in my educational documents. The actual name of mine, my father and my mother is ROOPAM SOURYA, ASHOK KUMAR and TIRANJANA respectively which may be amended accordingly.

It is certified that I have complied with other legal requirements in this connection.

ROOPAM SOURYA
[Signature]

बीएसई लिमिटेड
मुंबई

सेबी के दिनांक 24 जुलाई, 2012 के पत्र सं. एमआरडी/डीएसए/16546/2012 द्वारा यथा अनुमोदित व्यापार खाता खोलने की प्रक्रिया को आसान एवं युक्तिपरक बनाने के संबंध में बीएसई लिमिटेड की नियमावली, उप-विधि और विनियमावली की उप-विधि 247ए(3), 247ए(4), 247ए(7), 247ए(8) और 247बी में संशोधन

यथा प्रतिभूति संविदा (विनियमावली), अधिनियम, 1956 के लागू होने वाली धारा के अंतर्गत किसी नई उप-विधि बनाना अथवा उसमें आशोधन या संशोधन करना उसके प्रकाशन की शर्त के अधीन है।

अतः, अब, बीएसई लिमिटेड (एक्सचेंज) एतद्वारा एक्सचेंज की नियमावली, उप-विधि और विनियमावली की उप-विधि 247ए(3), 247ए(4), 247ए(7), 247ए(8) और 247बी में संशोधन को प्रकाशित करता है।

ग्राहकों एवं दलालों के बीच संव्यवहार का विनियमन

247ए इन उप-विधियों में किसी असंगत बातों के होते हुए भी, निम्नलिखित द्वारा ग्राहक और दलालों के बीच संव्यवहार विनियमित किए जाएंगे :

- (1)
- (2)
- (3) सदस्य दलाल, जब तक कि ग्राहक द्वारा अन्यथा निर्दिष्ट न किया जाए और समय-समय पर एक्सचेंज द्वारा निर्धारित शर्तों के अनुसार एक्सचेंज से बड़ा भुगतान प्राप्त हो जाने के एक कार्यदिवस के भीतर ग्राहक को कारोबार किए गए स्थान पर भुगतान, निधि से करेगा अथवा प्रतिभूति की सुपुर्दगी करेगा, जैसा भी मामला हो।
- (4) सदस्य दलाल, प्रतिभूतियों की खरीद/बिक्री के लिए ग्राहक को कारोबार किए जाने के एक कार्यदिवस के भीतर हार्ड कापी में और/अथवा डिजिटल हस्ताक्षर सहित इलेक्ट्रॉनिक फार्म में संविदा नोट जारी करेगा अथवा समय-समय पर सेबी/एक्सचेंज द्वारा किए गए निर्धारण के अनुसार जारी करेगा।
- (5)
- (6)
- (7) सदस्य दलाल, समय-समय पर सेबी/एक्सचेंज द्वारा किए गए निर्धारण के अनुसार "जोखिम प्रकटीकरण दस्तावेज़" की प्रति ग्राहक को जारी करते हुए उसे एक्सचेंज में कारोबार करने में निहित सामान्य जोखिमों, ग्राहक के अधिकारों एवं दायित्वों के बारे में बताएगा और उसकी विषयवस्तु से उसे अवगत कराएगा।
- (8) एक्सचेंज में कारोबार, समाशोधन और/अथवा कारोबार का निपटान करने के लिए सदस्य दलाल और/अथवा ग्राहक दोनों द्वारा ऐसे दस्तावेज़ के निष्पादन के अधीन होगा जिसका प्रावधान सेबी और/अथवा एक्सचेंज द्वारा समय-समय पर किया जाए। सदस्य दलाल और ग्राहक दोनों इस प्रकार के समस्त दस्तावेजों में दी गई शर्तों के प्रति बाध्य होंगे।

ग्राहक के ब्यौरों के संबंध में गोपनीयता

247बी स्टॉक एक्सचेंज, सदस्यों के ग्राहकों के ब्यौरों को गुप्त रखेगा और ग्राहक के इन ब्यौरों को, जैसाकि खाता खोलने वाले फार्म में उल्लेखित है, किसी व्यक्ति/किसी संस्था को नहीं देगा अथवा ग्राहक से संबंधित कोई अन्य जानकारी, जब तक कि विधि अथवा किसी प्राधिकारी द्वारा अपेक्षित न हो, नहीं देगा।

कृते बीएसई लिमिटेड

स्थान : मुंबई

नीना जिंदल

दिनांक : 14.08.2012

कंपनी सचिव

टिप्पणी : यदि उपयुक्त नियमों के हिंदी पाठ और अंग्रेजी पाठ में कोई असंगति पायी जाती है तो अंग्रेजी पाठ में उल्लेखित प्रावधान प्रमाणिक माना जायेगा।

झाबुआ पावर लिमिटेड

गुडगांव-122002

झाबुआ पावर लिमिटेड, जिसका पंजीकृत कार्यालय "मैकमेट हाउस" 7th फ्लोर, 10-बी, ओ.सी. गान्गूली सारानी, कोलकाता - 700 020, वेस्ट बंगाल में स्थित है, भारत सरकार को आवेदन करने की मंशा रखते हैं/ करते हैं, भारतीय विद्युत अधिनियम 2002 की धारा 164 के तहत सभी शक्ति प्रदान करने के लिए, विद्युत तारों को बिछाने के लिये अथवा विद्युत प्रसारण अथवा टेलीफोन के लिए अथवा टेलिग्राफ प्राधिकारी के कार्यों के उचित समन्वय हेतु जरूरी तार संचार, भारतीय टेलिग्राफ अधिनियम 1885 के तहत, टेलिग्राफ स्थापित एवं बनाए रखने हेतु, टेलिग्राफ लाईने एवं पोस्ट बनाने के लिए सरकार द्वारा अथवा स्थापित एवं बनाए रखने के लिए सर्वेक्षण, निर्माण, स्थापना, निरीक्षण एवं तत्पश्चात् संचालन, रखरखाव एवं अन्य कार्यों को शुरू करेंगे, निम्नलिखित योजना के लिये।

प्रसारण योजना का नाम : जे.पी.एल. के लिए समर्पित प्रसारण लाईन, 400 के.व्ही डबल सर्किट, जे.पी.एल.-जबलपुर पूल (आगामी)

योजना के अन्तर्गत कार्य : डिजाइन, 400 के.व्ही. टिवन कंडक्टर (HTLS) डबल सर्किट प्रसारण लाईन का निर्माण, 400 के. व्ही. जे.पी.एल. स्विचयार्ड को जबलपुर पूल (आगामी) पॉवरग्रिड कॉरपोरेशन लिमिटेड से जोड़ने हेतु। यह प्रकाशन पिछले प्रकाशन जो कि दिनांक 06-03-2012 एवं 18-05-2012 को इसी दैनिक समाचार में प्रकाशित हुये है की जगह लेगा।

क्र.	गांव का नाम	तहसील	जिला	राज्य
01	बरेला	घंसौर	सिवनी	मध्यप्रदेश
02	मेहरतला	घंसौर	सिवनी	मध्यप्रदेश
03	धोबी	घंसौर	सिवनी	मध्यप्रदेश
04	जम्होड़ी खुर्द	घंसौर	सिवनी	मध्यप्रदेश
05	खुर्दगांव	घंसौर	सिवनी	मध्यप्रदेश
06	सिमरिया रै0	घंसौर	सिवनी	मध्यप्रदेश
07	सिमरिया माल	घंसौर	सिवनी	मध्यप्रदेश
08	शिकारा	घंसौर	सिवनी	मध्यप्रदेश
09	कटोरी	घंसौर	सिवनी	मध्यप्रदेश
10	कत्ती	घंसौर	सिवनी	मध्यप्रदेश
11	बबरियाँ	घंसौर	सिवनी	मध्यप्रदेश
12	देवरी	जबलपुर	जबलपुर	मध्यप्रदेश
13	खापा	जबलपुर	जबलपुर	मध्यप्रदेश
14	बसनपानी	जबलपुर	जबलपुर	मध्यप्रदेश
15	कालादेही	जबलपुर	जबलपुर	मध्यप्रदेश
16	मंगेला	जबलपुर	जबलपुर	मध्यप्रदेश
17	सुकरी	जबलपुर	जबलपुर	मध्यप्रदेश
18	टेमर	जबलपुर	जबलपुर	मध्यप्रदेश
19	थाना	जबलपुर	जबलपुर	मध्यप्रदेश
20	हिनौता	जबलपुर	जबलपुर	मध्यप्रदेश
21	तिन्सी	जबलपुर	जबलपुर	मध्यप्रदेश
22	तिन्सा	जबलपुर	जबलपुर	मध्यप्रदेश
23	गजना	जबलपुर	जबलपुर	मध्यप्रदेश
24	रेंगाझोरी	जबलपुर	जबलपुर	मध्यप्रदेश
25	मरहापाठा	जबलपुर	जबलपुर	मध्यप्रदेश
26	कोहानी	जबलपुर	जबलपुर	मध्यप्रदेश

27	चरगवाँ	जबलपुर	जबलपुर	मध्यप्रदेश
28	रामपुर-नकटिया	जबलपुर	जबलपुर	मध्यप्रदेश
29	ऐठाखेरा	जबलपुर	जबलपुर	मध्यप्रदेश
30	नान्हाखेड़ा	जबलपुर	जबलपुर	मध्यप्रदेश
31	सिवनी	जबलपुर	जबलपुर	मध्यप्रदेश
32	लम्हेटा	जबलपुर	जबलपुर	मध्यप्रदेश
33	गोपालपुर	जबलपुर	जबलपुर	मध्यप्रदेश
34	भिड़पुरा	जबलपुर	जबलपुर	मध्यप्रदेश
35	मीरगंज	जबलपुर	जबलपुर	मध्यप्रदेश
36	बिल्हा	जबलपुर	जबलपुर	मध्यप्रदेश
37	भेड़ाघाट	जबलपुर	जबलपुर	मध्यप्रदेश
38	भीटा	जबलपुर	जबलपुर	मध्यप्रदेश
39	बिलखरवा	शहपुरा	जबलपुर	मध्यप्रदेश
40	खैरी	शहपुरा	जबलपुर	मध्यप्रदेश
41	हीरापुर-बंघा	शहपुरा	जबलपुर	मध्यप्रदेश
42	घरमपुरा	शहपुरा	जबलपुर	मध्यप्रदेश

मार्ग संरेखण की प्रति अधोहस्ताक्षरित के कार्यालय में उपलब्ध है। अतएव आम जन को सूचित किया जाता है प्रसारण प्रणाली पर निगरानी/प्रतिनिधित्व लिखित में अधोहस्ताक्षरी के कार्यालय में देने के लिए, इस सूचना से दो माह के भीतर दिनांक से पहले। आगे और अधिक विवरण एवं स्पष्टीकरण के लिए सम्पर्क करें :

नाम : बिश्वाजीत दास
 पदनाम : परियोजना प्रमुख
 कार्यालय का पता : गांव - बरेला, पोस्ट - अटरिया, तहसील - घन्सौर,
 जिला - सिवनी, मध्यप्रदेश पिन - 480 997
 ईमेल का पता : biswajit.das@avanthapower.com
 फोन नं./फैक्स नं. : 07693-298223, 224

एमसीएक्स स्टॉक एक्सचेंज लिमिटेड

मुंबई-400093

प्रतिभूति संविदा (विनियमन) नियमावली, 1957 के नियम 18 की अपेक्षाओं के अनुसार एमसीएक्स स्टॉक एक्सचेंज लिमिटेड के उप-नियमों में प्रस्तावित संशोधन, जैसाकि नीचे दिया गया है, भारत के राजपत्र में सामान्य खंड अधिनियम, 1897 की धारा 23 के उपबंधों के अनुसार आलोचना के लिए प्रकाशित किया जाता है। उप-नियमों में प्रस्तावित संशोधन पर कोई प्रेक्षण रखने वाला कोई व्यक्ति इसे लिखित में राजपत्र में इस प्रकाशन की तारीख से पन्द्रह दिन के अंदर अधोहस्ताक्षरी को एक्सचेंज स्क्वायर, सीटीएस संख्या 255, सुरेन रोड, अंधेरी (पूर्व), मुंबई-400093 को भेज सकता है। उपरोक्त तारीख के पश्चात् प्राप्त प्रेक्षणों पर संशोधन पर विचार करते समय विचार नहीं किया जाएगा।

सेबी के अनुमोदन के अध्यक्षीन, एक्सचेंज के उप-नियमों में निम्नलिखित संशोधन किए जाने का प्रस्ताव है :--

अध्याय-XIV-निवेशक संरक्षण कोष

उप-नियम 11, खंड (च) के पश्चात् निम्नलिखित जोड़ा जाएगा, नामतः--

“(छ) एक्सचेंज द्वारा अपने सदस्यों पर लगाए गए अर्थदंड।”

जोसफ मैसी

प्रबंध निदेशक एवं मु.का.आ.

एमसीएक्स स्टॉक एक्सचेंज लिमिटेड

टिप्पणी : हिन्दी पाठ में भिन्नता की दशा में अंग्रेजी पाठ अभिभावी होगा।

नैशनल कोमोडिटी एण्ड डेरिवेटिव्स एक्सचेंज लिमिटेड

मुंबई

भारत सरकार, वाणिज्य एवं उद्योग मंत्रालय की दिनांक 4 मई 1960 की अधिसूचना सं. एस.ओ.1162 के अनुसरण में वायदासंविदा (विनियम) अधिनियम, 1952 (1952 का 74) की धारा 12(1) के अंतर्गत, नैशनल कोमोडिटी एण्ड डेरिवेटिव्स एक्सचेंज लिमिटेड, मुंबई के उप-नियमों में किए गए निम्न संशोधनों के लिए उप निदेशक, वायदा बाजार आयोग का अनुमोदन दिनांक 29 जून 2012 को प्राप्त हुआ है और वह एतद्वारा उक्त अधिनियम की धारा 12 की उप-धारा 2 के तहत अधिसूचित किया जाता है।

संशोधन

नैशनल कोमोडिटी एण्ड डेरिवेटिव्स एक्सचेंज लिमिटेड, मुंबई

उप-विधि

भाग ब

1. संक्षिप्त शीर्षक और आरंभ : इन उप-नियमों को नैशनल कोमोडिटी एण्ड डेरिवेटिव्स एक्सचेंज के (चौथा संशोधन) उप-नियम, 2012 संबोधित किया जाएगा।
2. यह उप-नियम वायदा बाजार आयोग द्वारा दिये गए अनुमोदन की तिथि से प्रभावी माने जाएंगे।
3. दिनांक 25 सितम्बर-1 अक्टूबर 2004 के भारत के राजपत्र के भाग 4 में प्रकाशित नैशनल कोमोडिटी एण्ड डेरिवेटिव्स एक्सचेंज के उक्त अधिसूचना के भाग ब के उप-नियम 8 के बाद, निम्न नाम से एक नये उप-नियम 9 को जोड़ा जाएगा।

9. निवेशक (ग्राहक) सुरक्षा निधि(फंड)

9.1	एक्सचेंज निवेशक (ग्राहक)सुरक्षा निधि " की स्थापना और रखरखाव करेगा तथा उसे एनसीडीईएक्सनिवेशक (ग्राहक)सुरक्षा निधि ट्रस्ट में रखा जाएगा.
9.2	<p>निधि का उद्देश्य :</p> <p>इस निधि का उद्देश्य निम्नानुसार होगा :</p> <p>अ) एक्सचेंज के सदस्य की चूक होने से बनने वाले योग्य व वैध दावों के संबंध में, निवेशक / ग्राहक के हित की रक्षा एवं बचाव करना, और</p> <p>ब) निधि के निवेश पर अर्जित ब्याज के द्वारा वायदा बाजार आयोग(एफएमसी)और / अथवा एक्सचेंजों द्वारा समय समय पर निर्धारित निवेशक ग्राहक शिक्षा,जागरुकता,अनुसंधान अथवा इसी तरह के अन्य कार्यक्रम आयोजित करना.</p>
9.3	<p>निधि की रचना :</p> <p>निधि में निम्न का समावेश होगा ,</p> <p>अ)वायदा बाजार आयोग द्वारा समय समय पर निर्धारित /निर्देशित अंशदान;</p> <p>ब)समय समय पर एक्सचेंज द्वारा वसूले गए / लगाए गए और निधि में अंतरित सभी दण्ड की राशि;</p> <p>क) निधि के निवेश पर अर्जित ब्याज, लाभांश तथा अन्य आय;</p> <p>ड) निधि के निवेश में होनेवाली वृद्धि;</p> <p>ई)निधि में समाविष्ट अन्य किसी प्रकार की राशि अथवा संपत्ति</p> <p>फ) एक्सचेंज द्वारा समय समय पर निर्धारित एक्सचेंज के सदस्य से प्राप्त कोई योगदान.</p> <p>इसके अलावा आवश्यकता के अनुसार, निधि में यदि कोई कमी हो तो उसे पूरा करने हेतु एक्सचेंज के निर्णयाधिकार में एक्सचेंज को समय समय पर सदस्यों से ऐसे अतिरिक्त योगदान मांगने का अधिकार होगा.</p> <p>एक्सचेंज यह सुनिश्चित करेगा कि यह निधि एक्सचेंज के निधि से अच्छी तरह से अलग किए जाएंगे और यह निधि एक्सचेंज की किसी देयता से मुक्त होंगे.</p>
9.4	<p>निधि का प्रबंधन :</p> <p>निधि के प्रबंधन पर ट्रस्टीज का पूरा नियंत्रण होगा. ट्रस्टीज वर्ष के दौरान कम से कम तीन बार मिलेंगे और किन्ही दो बैठकों के बीच चार महिनो से ज्यादा का अंतर नही होगा.ऐसी बैठकों की गणपूर्ति किन्ही तीन ट्रस्टीज की उपस्थिति से होगी.प्रत्येक ट्रस्टी का एक मत होगा और बहुमत से निर्णय किए जाएंगे.मतों के समान विभाजन की स्थिति में,अध्यक्ष का मत निर्णायक मत होगा.</p>

9.5	<p>निधि का लेखा और लेखा परीक्षण :</p> <p>जबतक की एक्सचेंज का निदेशक मंडल निदेश नहीं देता है, निधि के लेखा एक्सचेंज के लेखाओं के भाग के रूप में लेखा परिक्षित किए जाएंगे.</p>
9.6	<p>एक्सचेंज द्वारा निधि में योगदान :</p> <p>वायदा बाजार आयोग के किसी अन्य निदेशों अथवा मार्गदर्शी सिद्धान्तों के अधीन, एक्सचेंज निधि में अपना योगदान निम्नानुसार देगा :</p> <p>अ) वित्तीय वर्ष में एक्सचेंज के सदस्य पर लगाई गई टर्नओवर फी के 1 % के समकक्ष राशि अथवा रु.25,00,000/- (सिर्फ पच्चीस लाख रुपये)इनमें से जो भी कम हो;</p> <p>ब) प्रशासन की लागत को घटाने के बाद सभी प्रकार के दण्ड की राशि जो कुल के 10 फीसदी से अधिक न हो अथवा समय समय पर एफएमसी द्वारा निर्धारित दर के अनुसार हो.</p> <p>क) एक्सचेंज का निदेशक बोर्ड भी निवेशक निधि में ऐसे स्रोतों से निवेशक (ग्राहक) संरक्षण निधि को बढ़ा सकता है जो उसे ठीक लगे.</p>
9.7	<p>सदस्यों द्वारा निधि में योगदान :</p> <p>एक्सचेंज का प्रत्येक सदस्य निधि में नियमित रूप से ऐसी राशि का योगदान देगा, जो एक्सचेंज द्वारा समय समय पर निर्धारित की जाएगी.</p>
9.8	<p>दावों की अंतिम सीमा :</p> <p>अ) ट्रस्ट की सलाह के साथ एक्सचेंज उचित रूप से क्षतिपूर्ति की सीमाएं निश्चित करने के लिए स्वतंत्र होगा. फिर भी, एक्सचेंज के सदस्य की चूक के कारण किसी एक निवेशक / ग्राहक के दावे के लिए उपलब्ध क्षतिपूर्ति की अधिकतम राशि रु. 2,00,000/- (दो लाख रुपये) होगी.</p> <p>ब) क्षतिपूर्ति की देय राशि एक्सचेंज अथवा एफएमसी द्वारा समय समय पर निर्धारित अधिकतम सीमा के अधीन रहते हुए निवेशक / ग्राहक को देय वास्तविक राशि से अधिक नहीं होगी. इस राशि में से निवेशक / ग्राहक द्वारा किसी अन्य स्रोत से प्राप्त अथवा प्राप्य राशि अथवा अन्य लाभों की राशि तथा ऐसे निवेशक ग्राहक द्वारा चूककर्ता सदस्य को देय किसी राशि से घटाई जाएगी.</p> <p>क) प्रत्येक चूककर्ता सदस्य के विरुद्ध दावों के संबंध में दी गई क्षतिपूर्ति की रकम रु.25,00,000/- (सिर्फ पच्चीस लाख रुपये) अथवा एक्सचेंज द्वारा समय समय पर वायदा बाजार आयोग के अनुमोदन से निर्धारित किसी अन्य रकम से अधिक नहीं होगी.</p> <p>एक्सचेंज उक्त क्षतिपूर्ति सीमाओं के बारे में अथवा उसमें किसी परिवर्तन के बारे में जनता को प्रेस विज्ञप्ति तथा एक्सचेंज अपने वेबसाईट पर जारी परिपत्रों के जरिए जानकारी देगा . फिर भी, वायदा बाजार आयोग जब भी उचित समझे तब ग्राहक के किसी एक दावे के सामने उपलब्ध क्षतिपूर्ति की राशि की समीक्षा कर सकता है.</p>

9.9	<p>निधि से क्षतिपूर्ति के लिए पात्र व्यक्ति :</p> <p>निवेशक /ग्राहक के केवल वैध दावे ही निधि के जरिए क्षतिपूर्ति के लिए पात्र होंगे. किसी सदस्य अथवा उसके अधिकृत व्यक्ति (इससे पहले सब-ब्रोकर के नाम से)अथवा फ्रेन्चाइजी अथवा किसी भी नाम अथवा पदनाम से बाजार के किसी अन्य मध्यस्थ के दावे निधि से क्षतिपूर्ति पाने के लिए पात्र नहीं होंगे.</p>
9.10	<p>निधि के अंतर्गत पात्र दावे :</p> <p>एक्सचेंज के अन्य नियम, उप-नियम तथा विनियमों / कारोबार के नियमों के अधीन, इस निधि का ऐसे निवेशकों / ग्राहकों के पात्र/ वैध दावों की क्षतिपूर्ति के लिए उपयोग किया जाएगा जिनका एक्सचेंज पर सदस्य को एक्सचेंज के नियम, उप-नियम तथा विनियमों / कारोबार के नियमों के अनुसार चूककर्ता घोषित किये जाने के कारण नुकसान हुआ हो, जहां :-</p> <p>(अ) निर्धारित 90 दिनों की अवधि (एक्सचेंज द्वारा सूचित) के दौरान चूककर्ता सदस्य के विरुद्ध प्राप्त दावे निधि में से क्षतिपूर्ति के लिए पात्र होंगे.</p> <p>(ब) यदि निर्धारित अवधि की समाप्ति के तीन वर्षों के अंदर कोई पात्र दावे आते हैं, तो ऐसे दावों पर ट्रस्ट के निर्णय से कार्रवाई की जाएगी.</p> <p>(क) एक्सचेंज के नियम, उप-नियम तथा कारोबार नियमों के अनुसार निवेशक / ग्राहक तथा सदस्य (जो चूककर्ता घोषित किया गया हो) के बीच एक्सचेंज पर किये गए लेनदेन / नों के बारे में होनेवाले प्रत्यक्ष दावे.</p> <p>(ड) एक्सचेंज द्वारा कोमोडिटी वायदा संविदाएं में व्यापार का निपटान पहले ही किया गया हो परंतु उक्त संविदाओं के संबंध में चूककर्ता सदस्य द्वारा निवेशक / ग्राहक को दायित्व की पूर्ति न की गई हो, और</p> <p>(ई) एक्सचेंज द्वारा समय समय पर निर्धारित ऐसी अन्य आवश्यकताओं की पूर्ति की गई हो.</p>
9.11	<p>क्षतिपूर्ति के लिए अपात्र दावे</p> <p>एक्सचेंज का निदेशक बोर्ड अथवा एक्सचेंज की चूककर्ताओं की समिति अथवा ट्रस्ट के ट्रस्टी उन दावों का विचार करने के लिए बाध्य नहीं होंगे, यदि ऐसे दावे निम्न से संबंधित हों :</p> <p>(अ) उन कोमोडिटीज की संविदा, जिनके व्यवहार अनुमत नहीं है अथवा जो एक्सचेंज के उप-नियम, नियमों और विनियमों/कारोबार के नियमों के अधीन न हों अथवा जिनमें दावेदार ने या तो अपने आप को भुगतान न किया हो अथवा चूककर्ता के साथ किसी कोमोडिटी में लेनदेन अथवा संविदा पर देय मार्जिन को टालने के लिए मिलीभगत की हो(इसमें समय समय पर लागू आरम्भिक, वीएआर, निविदा अवधि मार्जिन, सुपुर्दगी अवधि मार्जिन, विशेष/ अतिरिक्त मार्जिन आदि शामिल हैं); अथवा</p>

	<p>(ब) पिछले लेनदेन में बकाया शेष रकम अथवा कोई बकाया अंतर जिसके लिए उचित समय पर तथा एक्सचेंज के उप-नियम, नियमों और विनियमों/कारोबार के नियमों के अधीन दावा न किया गया हो तथा अथवा जो वास्तविक पूरे अथवा आंशिक रकम के भुगतान के बदले में ऐसे दावे जब देय होते हैं उस दिन पर निपटान की व्यवस्था से देय होता हो; अथवा</p> <p>(क) प्रतिभूति के साथ अथवा बिना लिया गया ऋण; अथवा</p> <p>(ड) पोर्टफोलियो प्रबंधन सेवाएं; अथवा</p> <p>(ई) कपट से अथवा धोखेबाजी से किये गए व्यवहार.</p>
9.12	<p>निर्धारित की जानेवाली प्रक्रिया :</p> <p>एफएमसी द्वारा समय समय पर जारी दिशानिर्देशों / निदेशों के अधीन, एक्सचेंज / ट्रस्टी इस खण्ड के प्रावधानों का कार्यान्वयन करने हेतु प्रक्रिया बनाने के लिए पात्र होंगे और इस खण्ड के प्रावधानों को कार्यान्वित करने में आनेवाली किसी कठिनाईयों को दूर करने के लिए स्पष्टीकरण तथा निदेश जारी करने के लिए भी पात्र होंगे.</p>
9.13	<p>बकायादार समिति द्वारा दावों की छानबीन</p> <p>एक्सचेंज बकायादार समिति द्वारा निर्धारित प्रक्रिया के अनुसार दावों की कार्रवाई करेगा. यदि ग्राहक के पक्ष में निर्णय होता है और दायित्वों के गठित होने पर और यदि बकायादार सदस्य की आस्तियां अनुमोदित दावे को पूरा करने के लिए अपर्याप्त हो, तो बकायादार समिति अपनी सिफारिशों सहित दावों को ट्रस्ट के पास भेजेगा.</p>
9.14	<p>दावों के स्वरूप और भुगतान का निर्णय</p> <p>दावों के असलियत सहित उनके स्वरूप की जांच की रीति व पद्धति के बारे में पूरा अधिकार ट्रस्टी के पास रहेगा और उसी तरह से उनके निर्णय से वे उन्हें जो योग्य तथा उचित लगे उस प्रकार से दावों को स्वीकृत, अस्वीकार, अथवा आंशिक रूप से स्वीकृत या दावे अनुमत करेंगे तथा उसका उसमें निर्दिष्ट सीमाओं के अनुसार भुगतान करेंगे. ट्रस्टीज केवल ऐसे दावे ही स्वीकृत करेंगे जो बकायादार समिति ने दाखिल किये हो अथवा अथवा निवेशकों के शिकायत विभाग / एक्सचेंज की समिति ने दाखिल किये हो, और जो बकायादार सदस्य के आस्तियों से पूरे नहीं हो सके हो. यदि ट्रस्टीज इस बात से संतुष्ट न हो कि दावा वास्तविक नहीं है तो वे निवेशक ग्राहक को तदनुसार सूचित करेंगे तथा उस दावे को कारण के साथ अस्वीकृत कर सकते हैं. ट्रस्टीज एक्सचेंज में दावेदारों से प्राप्त दावों की वैधता निश्चित करने हेतु मध्यस्थता की प्रणाली का अंगीकार कर सकते हैं. ट्रस्टीज दावेदारों को दावों की स्वीकृति तथा भुगतान करने से पहले बकायादार समिति की सलाह भी ले सकते हैं.</p>

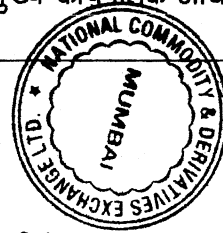
9.15	<p>ट्रस्टीज का निर्णय अंतिम होगा :</p> <p>दावों के निर्णय अथवा अन्यथा के बारे में ट्रस्टीज का निर्णय अंतिम होगा और दावेदारों पर बाध्य रहेगा. दावेदार निर्णयों से बाध्य होने के बारे में एक वचनपत्र हस्ताक्षरित करेंगे.</p>
9.16	<p>याचिका :</p> <p>यदि किसी दावे पर बकायादार समिति ने विचार नहीं किया अथवा ट्रस्टीज ने उसे अस्वीकृत किया, तो दावेदार एक्सचेंज के निदेशक बोर्ड को अथवा एक्सचेंज के निदेशक बोर्ड की इस संबंध में गठित उप-समिति को याचिका प्रस्तुत कर सकता है.</p> <p>एक्सचेंज का निदेशक बोर्ड अथवा निदेशक बोर्ड की ऐसी उप-समिति केवल मध्यस्थ का निर्णय निवेशक / ग्राहक के पक्ष में होने के कारण अथवा मध्यस्थता का निर्णय सदस्य की सहमति से स्वीकृत होने से अथवा सदस्य ने निवेशक ग्राहक के दावे को विरोध नहीं किया इसलिए दावा स्वीकृत करने अथवा भुगतान करने के लिए बाध्य नहीं होगी</p> <p>एक्सचेंज का निदेशक बोर्ड अथवा एक्सचेंज के निदेशक बोर्ड की ऐसी उप-समिति, ग्राहक के दावे की छानबीन के लिए जैसे आवश्यक समझे, ग्राहक से ऐसी अन्य जानकारी तथा दस्तावेज मांग सकती है और यदि ग्राहक ऐसी जानकारी तथा दस्तावेज देने में असमर्थ हो तो उसका दावा अस्वीकृत कर सकती है.</p>
9.17	<p>चूककर्ता के आस्तियों पर भार :</p> <p>निधि की राशि में से भुगतान किये जाने पर, संबंधित चूककर्ता सदस्य समय समय पर प्रतिमाह 2 फीसदी के दर से ब्याज सहित रकम (अथवा एक्सचेंज के निदेशक बोर्ड द्वारा निर्धारित किये गए ऐसे दुसरे दर से), तुरन्त निधि को वापस लौटा देगा. निधि के लाभ हेतु, ऐसी रकम के वापसी भुगतान तथा उसपर समय समय पर प्रतिमाह 2 फीसदी के दर से (अथवा एक्सचेंज के निदेशक बोर्ड द्वारा निर्धारित किये गए ऐसे दुसरे दर से) लगाए गए ब्याज के भुगतान हेतु चूककर्ता सदस्य की सभी आस्तियां तथा संपत्तियों पर, चाहे वे कहीं भी स्थित हो और किसी भी स्वरूप की हो एक्सचेंज का पहला भार, (एक्सचेंज के इन नियमों, उप-नियमों तथा विनियमों कारोबार नियमों के अंतर्गत केवल निपटान गारंटी निधि के पक्ष में प्रभार की सहायता के अधीन), वास्तविक चूककर्ता सदस्य द्वारा उसके चूककर्ता घोषित होने के दिन से पहले उसके मूल्य के विचारार्थ निर्मित सिर्फ किसी एक और सभी भारों, बंधकों तथा प्रतिबंधों के अधीन होगा.</p>
9.18	<p>एक्सचेंज के निदेशक बोर्ड द्वारा की जानेवाली कार्रवाई:</p> <p>चूककर्ता सदस्य द्वारा निधि को देय किसी रकम की वसूली के लिए, एक्सचेंज का निदेशक बोर्ड तथा / अथवा प्रबंध निदेशक / मुख्य कार्यपालक अधिकारी चूककर्ता सदस्य, चूककर्ता सदस्य की संपत्ति तथा ऐसा कोई</p>

	भी व्यक्ति जिसे चूककर्ता को कोई रकम देय है उसके विरुद्ध, ऐसे कदम उठाने तथा कार्रवाई करने के हकदार होंगे (जिसमें चूककर्ता सदस्य की किसी संपत्ति तथा उसके भाग की बिक्री करना शामिल है परंतु उसतक ही सीमित नहीं है) जैसा वे/वह उचित समझें.
9.19	<p>दावों का विधिक कार्रवाई पर कोई प्रभाव नहीं पड़ना</p> <p>ट्रस्टी अथवा निदेशक बोर्ड जैसा भी मामला हो, के द्वारा किसी दावे की आंशिक रूप से अस्वीकृति अथवा स्वीकृति, अथवा ग्राहक दावेदार को किसी क्षतिपूर्ति के दिये जाने से ऐसे ग्राहक को चूककर्ता सदस्य के विरुद्ध किसी न्यायालय में अथवा अन्यथा देयताओं के लिए उसके निवेशक / दावे को किसी भी प्रकार की कृति के कारण से रोका नहीं जा सकता है, फिर भी यह ऐसे निवेशक ग्राहक के चूककर्ता सदस्य के विरुद्ध के निवल दावे के अधीन होगा जो कि निधि में से उसके द्वारा से प्राप्त क्षतिपूर्ति की रकम में से घटाया जाएगा.</p>
9.20	<p>निधि का निवेश :</p> <p>निधि की सभी रकम का ट्रस्टीज द्वारा समय समय पर सार्वजनिक धर्मार्थ ट्रस्ट के निधि के निवेश के लिए विधि द्वारा अधिकृत पद्धति से निवेश किया जाएगा. निधि के सभी निवेश तथा बैंक खाते ट्रस्टीज द्वारा निधि के नाम से रखे जाएंगे.</p> <p>निधि तथा निवेशों को ट्रस्टीज द्वारा इस प्रकार से संचालित किया जाएगा जो ट्रस्ट के नियमों तथा समय समय पर लागू कानून के अंतर्गत अनुमति क अनुसार हो.</p>
9.21	<p>एक्सचेंज के निदेशक बोर्ड द्वारा ब्याज का उपयोग :</p> <p>एक्सचेंज के निदेशक बोर्ड ट्रस्ट के अनुमोदन से केवल निधि पर अर्जित ब्याज का उपयोग, निवेशक की शिक्षा, जागरूकता अथवा वायदा बाजार आयोग द्वारा प्राधिकृत ऐसे ही अन्य कार्यक्रमों के लिए कर सकता है. निधि के मूल राशि का उपयोग इसके लिए नहीं होना चाहिए.</p>
9.22	<p>निधि पाने के लिए अपात्र प्राप्तकर्ता द्वारा रकम की वापसी :</p> <p>यदि किसी दावे की राशि का भुगतान निधि से किया गया हो और बाद में यह पाया गया हो कि किसी कारण से वह प्राप्तकर्ता ऐसे दावे को पाने का हकदार नहीं था तो प्राप्तकर्ता तुरन्त उस रकम को समय समय पर प्रतिमाह 2 फीसदी दर से उस अवधि के लिए लगाए गए ब्याज के साथ (अथवा एक्सचेंज के निदेशक बोर्ड द्वारा निर्धारित किये गए ऐसे दुसरे दर से) निधि को वापस करेगा, जो अवधि प्राप्तकर्ता द्वारा जिस तारीख को रकम प्राप्त की गई उस तारीख से आरंभ होने वाले और जिस तारीख को प्राप्तकर्ता द्वारा रकम लौटाई गई उस तारीख तक समाप्त होने वाली अवधि के लिए होगा.</p>
9.23	<p>निधि के प्रशासन की लागत / व्यय:</p> <p>ट्रस्टीज द्वारा निधि के निर्माण, प्रशासन तथा प्रबंधन के संबंध में किये गए निम्न सहित सभी व्यय:</p>

	<p>अ. ट्रस्टीज के लिए बैठक फी, वाहन भत्ता तथा अन्य व्यय आदि</p> <p>ब. ट्रस्ट के कर्मचारियों के मानदेय / वेतन</p> <p>क. लेखा परीक्षक, चार्टर्ड अकाउन्टन्ट, विधिक सलाहकार, वकील का शुल्क.</p> <p>ड. ट्रस्ट की किसी संपत्ति, आय, वसूली, निवेश, अंशदान, और सेवाओं के संबंध में यदि देय हो तो ऐसे सभी दर, कर, उपकर, मूल्यांकन, देयताएं और शुल्क,</p> <p>ई. ट्रस्ट की संपत्ति के भाग होने वाली इमारत अथवा अन्य कोई बीमायोग्य चल अथवा अचल संपत्ति के बीमे का प्रिमियम</p> <p>फ. निम्न के लिए की गई लागत और व्यय</p> <ol style="list-style-type: none"> 1. निवेशक से क्षतिपूर्ति के लिए आमंत्रित दावे 2. दावों का निपटान, विज्ञापनों, प्रशिक्षण, कोमोडिटीज डेरिवेटिव्स मार्केट पर पुस्तको व पत्रिकाओं का प्रकाशन व वितरण
9.24	<p>निधि के निवेश की हानि :</p> <p>किसी भी कारण से निधि के निवेशों के मूल्य की कोई हानि अथवा कमी, जो कि एक्सचेंज के किसी सदस्य / सदस्यों अथवा ट्रस्ट की किसी उप-समिति द्वारा जानबूझकर अथवा धोखाधड़ी से न हुए हो, तो उनका वहन निधि द्वारा किया जाएगा और एक्सचेंज के सदस्य अथवा उप-समिति अथवा ट्रस्टी/ ट्रस्टीज उसके कारण से कोई भी जिम्मेदारी अथवा दायित्व नहीं लेंगे. यदि एक्सचेंज के किसी सदस्य अथवा किसी उप-समिति अथवा किसी ट्रस्टी द्वारा जानबूझकर अथवा धोखाधड़ी से ऐसी कोई हानि हुई हो तो उस मामले में, ऐसी चूक अथवा धोखाधड़ी करनेवाले व्यक्ति व्यक्तिगत रूप से उस हानि अथवा कमी के लिए जिम्मेदार होंगे और अन्य व्यक्ति जो ऐसे जानबूझकर किये गए चूक अथवा धोखाधड़ी में शामिल नहीं होंगे वे ऐसी हानि अथवा कमी के लिए जिम्मेदार नहीं होंगे.</p>
9.25	<p>सचिवालय</p> <p>निधि / ट्रस्ट के लिए सचिवालय की सुविधा एक्सचेंज उपलब्ध करा देगा.</p>
9.26	<p>क्षतिपूर्ति :</p> <p>ट्रस्टीज के विरुद्ध दर्ज अथवा दाखिल किये गए सभी मुकदमों, कार्रवाईयों, कार्यान्वयन और दावों के संबंध में किए गए सभी लागतों, प्रभार तथा व्ययों का वहन निधि द्वारा किया जाएगा.</p>
9.27	<p>पत्राचार :</p> <p>एक्सचेंज तथा अथवा ट्रस्टीज ऐसे किसी प्रकार के संप्रेषण को मान्यता नहीं देगा अथवा कार्रवाई नहीं करेगा जबतक की वह लिखित रूप में हो, संप्रेषण करने वाले व्यक्ति की पहचान तथा पता बताता हो और संप्रेषण करने वाले व्यक्ति द्वारा मूल प्रति में हस्ताक्षर करके प्रस्तुत किया गया हो.</p>

9.28	<p>निधि का दायित्व :</p> <p>निधि का दायित्व ट्रस्ट के साथ उपलब्ध निधियों से अधिक नहीं होगा और निधि की अनुपलब्धता के कारण किसी न चुकाये गए दावों के संबंध में, एक्सचेंज / ट्रस्ट / ट्रस्टी जिम्मेदार नहीं होंगे तथा निवेशक / ग्राहक चूककर्ता घोषित किये गए सदस्य के विरुद्ध कार्रवाई कर सकते हैं.</p>
9.29	<p>समापन के मामले में अनुपयोगी निधि</p> <p>यदि एक्सचेंज का समापन किया जाता है तो, ट्रस्ट के पास निधि में पड़े रहे अनुपयोगी शेष रकमों को, एफएमसी को अंतरित किया जाएगा. ऐसी स्थिति में, निधि अलग खाते में रखे जाएंगे और एफएमसी उस निधि के ट्रस्टी के रूप में काम करेगा. यह निधि निवेशक ग्राहक शिक्षा, जागरूकता, अनुसंधान तथा एफएमसी द्वारा समय समय पर निर्धारित ऐसे ही अन्य कार्यक्रमों के लिए उपयोग में लाया जाएगा.</p>
9.30	<p>निधि का स्वतंत्र स्वरूप :</p> <p>यह निधि स्वतंत्र निधि होगा तथा ट्रस्ट / ट्रस्टीज अथवा एक्सचेंज चूककर्ता सदस्य से ऋण की वसूली करने और / अथवा इस प्रकरण में बताए अनुसार निधि में से भुगतान करने के लिए विधिक रूप से जिम्मेदार नहीं होगा.</p>
9.31	<p>समनुदेशन पर रोक :</p> <p>सदस्य का योगदान निधि से देय ऋण नहीं होगा तथा कोई भी सदस्य निधि में उसके योगदान को किसी भी प्रकार से अंतरित, अथवा समनुदेशन करने के लिए हकदार नहीं होगा.</p>
9.32	<p>निधि पर किसी अन्य प्राधिकारी के निदेश पर दावा:</p> <p>निधि पर किसी अन्य प्राधिकारी के निदेश पर दावा वायदा बाजार आयोग(एफएमसी) के माध्यम से भेजा जा सकता है.</p>
9.33	<p>सदस्यता की समाप्ति तथा निलम्बन से अप्रभावित सदस्य का दायित्व :</p> <p>सदस्यता के निलम्बन अथवा समाप्ति के कारण निधि की ओर सदस्य के किसी असमाधानकारक दायित्व का विसर्जन अथवा अन्यथा कोई प्रतिकूल प्रभाव नहीं पड़ेगा.</p>
9.34	<p>निधि का भुगतान न करने पर कार्रवाई :</p> <p>एक्सचेंज का निदेशक बोर्ड, निधि की किसी राशि का भुगतान करने में असफल होनेवाले सदस्य के विरुद्ध ऐसी कार्रवाई कर सकता है जो वह ठीक और उचित समझे, जिसमें निलम्बन, दण्ड लगाना, उसे चूककर्ता घोषित करना, उसके सदस्यत्व का पंजीकरण रद्द करना अथवा एक्सचेंज की उसकी सदस्यता को समाप्त करना इनका समावेश होगा.</p>

9.35	<p>किसी राशि को वापस मांगने के लिए ट्रस्ट के अधिकार :</p> <p>(1) हालांकि एक्सचेंज के नियमों, उप-नियमों तथा कारोबारी नियमों में किसी उल्लेख के होते हुए, यदि ट्रस्ट को निम्न प्रकार के किसी लेनदेन होने का विश्वास हो -</p> <p>(अ) कि वह धोखाधड़ी है; अथवा</p> <p>(ब) सदस्य के अपराध से संबंधित एक्सचेंज के नियमों, उप-नियमों तथा कारोबारी नियमों के अंतर्गत उसे अस्वीकृत किया गया हो; अथवा</p> <p>(क) वह जमा अथवा ऋण के भुगतान अथवा पुनर्भुगतान से संबंधित हो; अथवा</p> <p>(ड) यदि उसे गलती से भुगतान किया गया हो तो ट्रस्ट को ऐसी राशि की वसूली करने का अधिकार होगा.</p> <p>(2) ट्रस्ट किसी राशि को वापस लेने का अंतिम निर्णय लेने के पहले संबंधित व्यक्ति व्यक्तियों को कम से कम सात दिनों की सूचना देकर सुनवाई करने का अवसर प्रदान करेगा.</p> <p>(3) किसी राशि को वापस लेने या न लेने का निर्णय लेने हेतु, ट्रस्ट, आसपास की परिस्थितियों के रहते हुए, एक्सचेंज पर लेनदेन के सामान्य स्वरूप, अपराधी सदस्य तथा दावेदार, लेनदेन से संबंधित संविदा की मात्रा तथा मूल्य, दूसरे इसी प्रकार के व्यापार और ऐसे ही अन्य मामले जो ट्रस्ट को इससे संबंधित लगे, उनपर विचार करने का हकदार होगा.</p>
9.36	<p>विवाचन (मध्यस्थता) :</p> <p>बकायादार समिति / एक्सचेंज अथवा एक्सचेंज के निदेशक बोर्ड द्वारा लगाए गए आरोप के अनुसार किसी देय राशि के संबंध में एक तरफ बकायादार समिति / एक्सचेंज अथवा एक्सचेंज के निदेशक बोर्ड और दूसरी ओर चूककर्ता सदस्य के बीच का कोई दावा, विवाद अथवा मतभेद एक्सचेंज के प्रबंध निदेशक / मुख्य कार्यपालक अधिकारी के विवाचन (मध्यस्थता) अथवा एक्सचेंज के मध्यस्थों के पैनल से किसी ऐसे व्यक्ति को सौंपे जाएंगे, जिसे एक्सचेंज के प्रबंध निदेशक / मुख्य कार्यपालक अधिकारी उनकी ओर से नामित करेंगे.</p>



आर. रामासेशन
प्रबंध निदेशक व मुख्य कार्यपालक अधिकारी,

**मल्टी कमाडिटी एक्सचेंज ऑफ इंडिया लिमिटेड (एमसीएक्स)
मुंबई**

भारत सरकार, वाणिज्य और उद्योग मंत्रालय की अधिसूचना संख्या सा.आ. 1162, तारीख 4 मई, 1960 के साथ पठित अग्रिम संविदा (विनियमन) अधिनियम, 1952 (1952 का 74) की धारा 12(1) के तहत मल्टी कमाडिटी एक्सचेंज ऑफ इंडिया लिमिटेड, मुंबई की उप-विधियों में किए गए निम्नलिखित संशोधनों के लिए उप-निदेशक वायदा बाजार आयोग का अनुमोदन 29 जून, 2012 को प्राप्त कर लिया गया है और उन्हें एतद्वारा उक्त अधिनियम की धारा 12 की उप-धारा 2 के तहत अधिसूचित किया जाता है।

संशोधन

क्रम सं.	उप-विधि संख्या	प्रस्तावित संशोधन
1.	12क (मौजूदा उप-विधि संख्या 12 के पश्चात जोड़े जाने वाली नई उप-विधि)	निवेशक ग्राहक संरक्षण निधि
	1.	एक्सचेंज एक निवेशक (ग्राहक) संरक्षण निधि (निधि) की स्थापना और अनुरक्षण करेगा जिसको मल्टी कमाडिटी एक्सचेंज निवेशक (ग्राहक) संरक्षण निधि ट्रस्ट (ट्रस्ट) द्वारा ट्रस्ट में रखा जाएगा।
	2.	<p>निधि का उद्देश्य :</p> <p>निधि का उद्देश्य निम्नलिखित होगा :</p> <p>क) एक्सचेंज के सदस्य की चूक के कारण किए जाने वाले पात्र/वैध दावों के संबंध में निवेशकों/ग्राहकों के हित का संरक्षण और सुरक्षा करना, और</p> <p>ख) निधि के निवेशों पर अर्जित ब्याज से निवेशक/ग्राहक शिक्षा, जागरूकता, अनुसंधान या अन्य ऐसे कार्यक्रम आयोजित करना जिनके बारे में वायदा बाजार आयोग (एफएमसी) और/या एक्सचेंज द्वारा समय-समय पर निर्णय लिया जाएगा।</p>
	3.	<p>निधि की संघटन :</p> <p>निधि में निम्नलिखित शामिल होंगे :</p> <p>(क) एक्सचेंज से ऐसे अंशदान जिनके बारे में वायदा बाजार आयोग द्वारा समय-समय पर निर्णय/निर्देश दिया जाएगा;</p> <p>(ख) एक्सचेंज द्वारा समय-समय पर वसूले/एकत्रित किए गए सभी अर्थदंड, जिन्हें निधि को अंतरित किया गया हो;</p> <p>(ग) निधि के निवेशों से अर्जित ब्याज, लाभांश या अर्जित अन्य आय;</p> <p>(घ) निधि के निवेशों से होने वाली अभिवृद्धि;</p> <p>(ङ) कोई अन्य धनराशि या संपत्ति जो निधि के अंश हों;</p> <p>(च) एक्सचेंज के सदस्य से कोई अंशदान जिसको एक्सचेंज द्वारा समय-समय पर निर्धारित किया जाएगा।</p> <p>एक्सचेंज को निधि में कमी, यदि कोई हो, को पूरा करने के लिए अपने विवेकानुसार सदस्य से समय-समय पर यथा अपेक्षित अतिरिक्त अंशदान मांगने का अधिकार होगा।</p> <p>एक्सचेंज यह सुनिश्चित करेगा कि ये निधियां एक्सचेंज की निधियों से बिल्कुल अलग हैं और निधि का एक्सचेंज के प्रति कोई दायित्व नहीं है।</p>

4.	<p>निधि का प्रबंधन :</p> <p>निधि के प्रबंधन पर ट्रस्टियों का संपूर्ण नियंत्रण होगा। ट्रस्टी वर्ष के दौरान तरजीही रूप से तीन बैठक करेंगे और किन्हीं दो बैठकों के बीच चार महीने से अधिक का अंतर नहीं होगा। ऐसी बैठकों के लिए तीन ट्रस्टियों की उपस्थिति गणपूर्ति होगी। प्रत्येक ट्रस्टी का एक मत होगा और बहुमत का निर्णय अभिभावी होगा। बराबर मत विभाजन की दशा में अध्यक्ष का मत निर्णायक होगा।</p>
5.	<p>निधि के लेखे और लेखापरीक्षा :</p> <p>जब तक एक्सचेंज का निदेशक बोर्ड अन्यथा निदेश नहीं देता निधि के लेखे एक्सचेंज के भाग के रूप में तैयार किए जाएंगे और अनुरक्षित किए जाएंगे तथा उनकी लेखापरीक्षा एक्सचेंज के लेखों के भाग के रूप में की जाएगी।</p>
6.	<p>एक्सचेंज द्वारा निधि को अंशदान :</p> <p>वायदा बाजार आयोग के किसी आगामी निर्देश या दिशानिर्देश के अध्यक्षीन जब तक वायदा बाजार आयोग द्वारा अन्यथा विनिर्धारित नहीं किया जाता तब तक एक्सचेंज निधि को निम्नलिखित अंशदान देगा :</p> <p>(क) एक वित्तीय वर्ष में एक्सचेंज के सदस्यों से प्रभारित कारोबार शुल्क के एक प्रतिशत के बराबर राशि या 25,00,000/-रुपए (केवल पच्चीस लाख रुपए) जो भी कम हो।</p> <p>(ख) प्रशासन की लागत को घटाने के पश्चात सभी अर्थदंडों, जब भी वसूले और एकत्रित किए जाएं, की राशि जो वसूले गए और एकत्रित किए गए कुल अर्थदंडों के कुल 10 प्रतिशत से अधिक न हो या समय-समय पर वायदा बाजार आयोग द्वारा यथानिर्धारित राशि।</p> <p>(ग) एक्सचेंज का निदेशक बोर्ड भी ऐसे स्रोतों से निवेशक (ग्राहक) संरक्षण निधि को बढ़ा सकता है जिनको वह उचित समझता हो।</p>
7.	<p>सदस्यों द्वारा निधि को अंशदान :</p> <p>एक्सचेंज का प्रत्येक सदस्य आवधिक रूप से निधि में ऐसी राशियों का अंशदान करेगा जो एक्सचेंज द्वारा समय-समय पर निश्चित की जाएगी।</p>
8.	<p>दावे के लिए प्रारंभिक सीमा :</p> <p>(क) एक्सचेंज ट्रस्ट के परामर्श से उपयुक्त मुआवजा सीमाएं तय करने के लिए स्वतंत्र होगा। तथापि, एक्सचेंज के सदस्य की चूक के कारण किए जाने वाले निवेशक/ग्राहक के एकल दावे के विरुद्ध उपलब्ध मुआवजे की अधिकतम राशि 2,00,000/-रुपए (दो लाख रुपए) होगी।</p> <p>(ख) एक्सचेंज या वायदा बाजार आयोग द्वारा समय समय पर यथा निर्णीत अधिकतम सीमा के अध्यक्षीन देय मुआवजा किसी निवेशक/ग्राहक को देय वास्तविक राशि से अधिक नहीं होगा। इस राशि को निवेशक/ग्राहक के घाटे को घटाने के बाद कितनी ही राशि अथवा किसी स्रोत से प्राप्त या प्राप्य अन्य लाभों के बराबर और ऐसे निवेशक/ग्राहक द्वारा चूककर्ता सदस्य को देय किसी राशि के बराबर कम किया जाएगा।</p> <p>(ग) प्रत्येक चूककर्ता सदस्य के विरुद्ध दावों के संबंध में अदा किया गया मुआवजा 25,00,000/-रुपए (केवल पच्चीस लाख रुपए) या वायदा बाजार आयोग के पूर्व अनुमोदन से एक्सचेंज द्वारा समय-समय पर यथा निर्धारित किसी अन्य राशि से अधिक नहीं होगा।</p>

		एक्सचेंज उक्त मुआवजा सीमा या उसमें किए गए किसी परिवर्तन की सूचना प्रेस विज्ञप्ति के माध्यम से और अपनी वेबसाइट के माध्यम से एक्सचेंज द्वारा जारी परिपत्रों के जरिए से भी जनता को देगा। तथापि, वायदा बाजार आयोग किसी ग्राहक के एकल दावे के विरुद्ध उपलब्ध मुआवजे की राशि की, जब भी वे उचित समझे, समीक्षा कर सकता है।
	9.	<p>निधि से मुआवजे के लिए पात्र व्यक्ति :</p> <p>निवेशकों/ग्राहकों के केवल वैध दावे ही निधि से मुआवजे के पात्र होंगे। किसी सदस्य या उसके प्राधिकृत व्यक्ति (पहले उप-ब्रोकर के रूप में ज्ञात) या विशेषाधिकार वाला व्यक्ति या किसी नाम या नामावली के किसी अन्य बाजार मध्यस्थ का कोई दावा निधि से मुआवजे के लिए पात्र नहीं होगा।</p>
	10.	<p>निधि के तहत पात्र दावे :</p> <p>एक्सचेंज के अन्य नियमों, उप-विधियों और विनियमनों/व्यवसाय नियमों के अध्याधीन निधि का उपयोग किसी ऐसे निवेशक/ग्राहक के पात्र/वैध दावों की प्रतिपूर्ति के लिए किया जाएगा जिसे किसी सदस्य को एक्सचेंज के नियमों, उप-विधियों और विनियमनों/व्यवसाय नियमों के अनुसार चूककर्ता घोषित किए जाने के कारण एक्सचेंज पर लेन-देन के संबंध में घाटा हुआ हो, जहां :</p> <p>(क) नब्बे दिन की विनिर्दिष्ट अवधि (एक्सचेंज द्वारा यथा अधिसूचित) के दौरान चूककर्ता सदस्य के विरुद्ध प्राप्त दावे निधि से मुआवजे के लिए विचार किए जाने के पात्र हों।</p> <p>(ख) यदि विनिर्दिष्ट अवधि की समाप्ति की तारीख से तीन वर्ष के अंदर कोई दावा किया जाता है, तो ऐसे दावे पर ट्रस्ट के विवेकानुसार कार्यवाही की जाएगी।</p> <p>(ग) दावा सीधे एक्सचेंज के नियमों, उप-विधियों और व्यवसाय नियमों के अनुसार निवेशक/ग्राहक और सदस्य (जो चूककर्ता घोषित किया जा चुका है) के बीच एक्सचेंज में निष्पन्न लेन-देन/लेन-देनों के संबंध में किया गया हो।</p> <p>(घ) एक्सचेंज द्वारा कमाडिटी फ्यूचर संविदा/संविदाओं में व्यापार पहले ही कर लिया गया हो परंतु उक्त संविदाओं के संबंध में संबंधित निवेशक/ग्राहक के दायित्व को चूककर्ता सदस्य द्वारा पूरा नहीं किया गया हो; और</p> <p>(ङ) दावा ऐसी अन्य अपेक्षाएं पूरी करता हो, जिनको एक्सचेंज समय-समय पर विनिर्दिष्ट करेगा।</p>
	11.	<p>मुआवजे के लिए अपात्र दावे : एक्सचेंज का निदेशक बोर्ड या एक्सचेंज की चूककर्ता समिति/अनुशासनिक कार्यवाई समिति या ट्रस्ट के ट्रस्टी दावों पर विचार करने के लिए बाध्य नहीं होंगे यदि ऐसे दावे निम्न से उठते हैं या निम्नलिखित के कारण या उनके संबंध में किए गए हों;</p> <p>(क) कमाडिटीज में कोई संविदा, जिसमें कारोबार की अनुमति नहीं है या जो एक्सचेंज की उप-विधियों, नियमों और विनियमनों/व्यवसाय नियमों के अनुसार और उनके अध्याधीन नहीं हो या जिनमें दावाकर्ता ने या तो स्वयं भुगतान नहीं किया हो अथवा किसी कमाडिटी में लेन-देनों या संविदाओं पर देय मार्जिन (जिसमें समय-समय पर लागू आरंभिक, वीएआर, निविदा अवधि मार्जिन, डिलिवरी अवधि मार्जिन, विशेष/अतिरिक्त मार्जिन आदि शामिल हैं) का अपवंचन करके चूककर्ता सदस्य के साथ सांठ-गांठ की हो; या</p> <p>(ख) पिछले लेन-देनों में कोई बकाया शेष या कोई बकाया अंतर जिनके लिए उचित समय पर और एक्सचेंज की उप-विधियों, नियमों और विनियमनों/व्यवसाय नियमों में</p>

		<p>विनिर्धारित तरीके से दावा नहीं किया है और/या ऐसे दावों के देय होने के दिन पूर्ण या आंशिक रूप में चुकाई गई सदाशयी राशि के बदले में दावों के निपटान के लिए व्यवस्था के कारण किए जाते हैं; या</p> <p>(ग) प्रतिभूति के साथ या बिना प्रतिभूति के ऋण; या</p> <p>(घ) पोर्टफोलियो प्रबंधन सेवाएं; या</p> <p>(ङ) कपटपूर्ण या दिखावटी लेन-देन।</p>
	12.	<p>विनिर्दिष्ट की जाने वाली प्रक्रिया:</p> <p>एक्सचेंज/ट्रस्टी इस अध्याय के प्रावधानों को कार्यान्वित करने के लिए वायदा बाजार आयोग द्वारा समय-समय पर जारी दिशानिर्देश/निर्देश के अध्यक्षीन प्रक्रियाओं को निर्दिष्ट कर सकेंगे और इस अध्याय के प्रावधानों को क्रियान्वित करने में किन्हीं कठिनाइयों को दूर करने के लिए स्पष्टीकरण और निर्देश भी जारी कर सकेंगे।</p>
	13.	<p>चूककर्ता समिति/अनुशासनिक कार्यवाई समिति द्वारा दावों की छानबीन :</p> <p>एक्सचेंज दावों पर चूककर्ता समिति/अनुशासनिक कार्यवाई समिति द्वारा यथा निर्धारित प्रक्रिया के अनुसार कार्यवाई करेगा और चूककर्ता समिति/अनुशासनिक कार्यवाई समिति दावों की छानबीन करेगी और यदि किसी दावाकर्ता का दावा एक्सचेंज के नियमों, उप-विधियों और व्यवसाय नियमों के अनुसार पारित विवाचन अवाई द्वारा समर्थित नहीं होता है तो चूककर्ता समिति/अनुशासनिक कार्यवाई समिति द्वारा प्राप्त ऐसे प्रत्येक दावे को सर्वप्रथम दावे के निर्धारण के लिए विवाचन से संबंधित नियमों, उप-विधियों और विनियमनों के अनुसार विवाचन को भेजा जाएगा। ग्राहक के पक्ष में अवाई पारित किए जाने की दशा में और देनदारियों को निश्चित रूप देने पर और यदि चूककर्ता की आस्तियां अनुमोदित दावों को पूरा करने के लिए अपर्याप्त हों तो चूककर्ता समिति/अनुशासनिक कार्यवाई समिति अपनी सिफारिशों के साथ साथ दावों को ट्रस्ट को भेज देगी। यदि विनिर्दिष्ट अवधि (नब्बे दिन) की समाप्ति की तारीख से तीन वर्ष के भीतर कोई पात्र दावा आता है, तो ऐसे दावों पर ट्रस्टियों के विवेकानुसार चूककर्ता समिति/अनुशासनिक कार्यवाई समिति द्वारा कार्यवाई की जाएगी।</p>
	14.	<p>दावों और भुगतान के स्वरूप का निर्धारण :</p> <p>ट्रस्टियों को दावों के स्वरूप, जिसमें उनकी प्रमाणिकता शामिल है, के निर्धारण के तौर तरीके के संबंध में पूर्ण विवेकाधिकार होगा और इसी प्रकार अपने विवेक पर दावों को स्वीकार, खारिज करेगा या आंशिक रूप से मंजूरी या अनुमति देगा और जैसा वे सही और उचित समझें, उनमें उल्लिखित सीमाओं के अध्यक्षीन उसका भुगतान करेगा। ट्रस्टी केवल ऐसे दावों को स्वीकार करेंगे जिन्हें चूककर्ता समिति/अनुशासनिक कार्यवाई समिति या एक्सचेंज के निवेशक शिकायत प्रभाग/समिति/अनुशासनिक कार्यवाई समिति द्वारा स्वीकार किया गया हो और जिन्हें चूककर्ता सदस्य की आस्तियों से पूरा नहीं किया जा सकता हो। यदि ट्रस्टी इस बात से संतुष्ट न हों कि दावा निष्कपट है तो वे दावे को खारिज कर देंगे और तदनुसार कारणों सहित निवेशक/ग्राहक को सूचित करेंगे। ट्रस्टी दावाकर्ताओं से प्राप्त दावों की वैधता के निर्धारण के लिए एक्सचेंज में विवाचन तंत्र को अपना सकते हैं। ट्रस्टी दावाकर्ताओं को भुगतान स्वीकृत और जारी करने से पहले चूककर्ता समिति/अनुशासनिक कार्यवाई समिति की सलाह भी ले सकते हैं।</p>
	15.	<p>ट्रस्टियों का निर्णय अंतिम होगा :</p> <p>दावों का निपटान या अन्यथा के संबंध में ट्रस्टियों का निर्णय अंतिम होगा और दावाकर्ता के लिए बाध्यकर होगा। दावाकर्ता ट्रस्टियों के निर्णय से आबद्ध रहने के लिए एक हलफनामे पर</p>

		हस्ताक्षर करेगा।
	16.	<p>अपील :</p> <p>यदि किसी दावे पर चूककर्ता समिति द्वारा विचार नहीं किया जाता या ट्रस्टियों द्वारा खारिज किया जाता है तो दावाकर्ता एक्सचेंज के निदेशक बोर्ड या इस प्रयोजन के लिए गठित एक्सचेंज के निदेशक बोर्ड की किसी उप-समिति के समक्ष अपील कर सकता है।</p> <p>एक्सचेंज का निदेशक बोर्ड या एक्सचेंज के निदेशक बोर्ड की ऐसी उप-समिति दावे को स्वीकार करने या भुगतान का निर्देश देने के लिए केवल इसलिए बाध्य नहीं होगी क्योंकि निवेशक/ग्राहक के पक्ष में विवाचन अवार्ड पारित किया गया है या क्योंकि विवाचन अवार्ड सदस्य की सहमति से पारित किया गया है या क्योंकि सदस्य ने निवेशक/ग्राहक दावे का विरोध नहीं किया है।</p> <p>एक्सचेंज का निदेशक बोर्ड या एक्सचेंज के निदेशक बोर्ड की ऐसी उप-समिति ग्राहक से ऐसी सूचना और दस्तावेज की मांग कर सकेगी जो ग्राहक के दावे की छानबीन के लिए आवश्यक समझती है। यदि ग्राहक ऐसी सूचना और दस्तावेज प्रस्तुत करने में असफल रहता है तो वह दावे को खारिज कर सकती है।</p>
	17.	<p>चूककर्ता की आस्तियों पर प्रभार :</p> <p>निधि से किसी धनराशि के (निवेशक/ग्राहक को) भुगतान करने पर संबंधित चूककर्ता सदस्य निधि को धनराशि 2 प्रतिशत प्रतिमाह की दर (या किसी अन्य दर से जो एक्सचेंज का निदेशक बोर्ड समय-समय पर निर्धारित करेगा) के ब्याज के साथ तत्काल वापिस अदा करनी होगी। एक्सचेंज निधि के लाभ के लिए चूककर्ता सदस्य की सभी आस्तियों और परिसंपत्तियों, चाहे वह कहीं भी स्थिति हों, और किसी भी किस्म की हो, पर ऐसी धनराशि की वापसी अदायगी और उस पर 2 प्रतिशत प्रतिमाह (या अन्य ऐसी दर से जो समय-समय पर एक्सचेंज के निदेशक बोर्ड द्वारा निर्धारित की जाएगी) की दर से ब्याज के भुगतान के लिए चाहे प्रतिभूति के रूप में एक्सचेंज का पहला प्रभार होगा और यह केवल सदस्य के चूककर्ता घोषित किए जाने के दिन से पहले बहुमूल्य प्रतिफल के लिए निष्कपट चूककर्ता सदस्य द्वारा सृजित सभी प्रभारों, गिरवियों और अन्य भारों के अध्यधीन होगा।</p>
	18.	<p>एक्सचेंज के निदेशक बोर्ड द्वारा कार्यवाही :</p> <p>चूककर्ता सदस्य द्वारा निधि को देय किसी राशि को वसूल करने के प्रयोजन से एक्सचेंज का निदेशक बोर्ड और/या प्रबंध निदेशक/मुख्य कार्यकारी अधिकारी चूककर्ता सदस्य, चूककर्ता सदस्य की परिसंपत्ति और किसी व्यक्ति जिसके द्वारा चूककर्ता सदस्य को कोई धनराशि देय है, के विरुद्ध ऐसे कदम और कार्यवाही (चूककर्ता सदस्य की कोई परिसंपत्ति या उसके भाग सहित, किन्तु उसकी बिक्री तक सीमित नहीं) जैसा यह उचित समझे, कर सकता है।</p>
	19.	<p>दावा कानूनी कार्यवाही को प्रभावित नहीं करेगा :</p> <p>ट्रस्टियों या एक्सचेंज निदेशक बोर्ड, जैसा भी मामला हो, द्वारा किसी दावे को खारिज या आंशिक रूप से स्वीकार किया जाएगा, या किसी ग्राहक/दावाकर्ता को कोई मुआवजा प्रदान किया जाना ऐसे ग्राहक को अपनी लेनदारियों के लिए निवेशक/दावों को चूककर्ता सदस्य के विरुद्ध किसी न्यायालय में ले जाने या अन्यथा किसी तरह या किसी भी स्वरूप की कार्यवाही के कारणों के अन्य आधारों पर अन्य कानूनी कार्यवाही करने से नहीं रोकता। तथापि, यह चूककर्ता सदस्य के विरुद्ध ऐसे किसी निवेशक ग्राहक के निवल दावे को निधि से उसके द्वारा प्राप्त मुआवजे की राशि के बराबर की राशि तक कम किया जाएगा।</p>

20.	<p>निधि का निवेश :</p> <p>ट्रस्टी निधि की सभी धनराशियों का निवेश ऐसी रीति से करेंगे जो सार्वजनिक धर्मादा ट्रस्ट कोषों के निवेश के लिए तत्समय प्रवृत्त कानून द्वारा प्राधिकृत की गई हो। निधि के सभी निवेश और बैंकिंग खाते निधि के नाम से ट्रस्टियों द्वारा रखे जाएंगे।</p> <p>ट्रस्ट निधि और इसके निवेशों को ऐसी रीति से प्रचालित करेगा जिसको ट्रस्टी ट्रस्ट के नियमों के अनुसार ठीक समझेंगे और जो तत्समय प्रवृत्त कानून के तहत अनुमेष होंगे।</p>
21.	<p>एक्सचेंज के निदेशक बोर्ड द्वारा ब्याज का उपयोग</p> <p>एक्सचेंज का निदेशक बोर्ड ट्रस्ट के अनुमोदन के अधीन निवेशकों की शिक्षा, जागरूकता और वायदा बाजार आयोग द्वारा प्राधिकृत ऐसे अन्य कार्यक्रम के लिए केवल निधि पर उपार्जित ब्याज का उपयोग कर सकता है। निधि की कायिक निधि (कोर्पस) का इस प्रयोजन के लिए उपयोग नहीं किया जाएगा।</p>
22.	<p>प्राप्त करने के अधिकार से वंचित आदाता द्वारा परिशोधन :</p> <p>यदि निधि से कोई दावा राशि अदा की गई है और बाद में यह पाया जाता है कि आदाता किसी कारण से ऐसी दावा राशि को प्राप्त करने का हकदार नहीं है तो आदाता को उस राशि को भुगतान प्राप्त करने की तारीख से शुरू करके उसके परिशोधन की तारीख तक की अवधि के लिए 2% प्रतिमाह की दर (या एक्सचेंज द्वारा समय-समय पर यथानिर्दिष्ट अन्य दर) पर ब्याज सहित निधि में जमा करना होगा।</p>
23.	<p>निधि के प्रशासन की लागत/व्यय :</p> <p>ट्रस्टियों द्वारा निधि के सृजन, प्रशासन और प्रबंधन के संबंध में किए गए सभी व्यय जिनमें निम्नलिखित शामिल हैं :</p> <ul style="list-style-type: none"> क. ट्रस्टियों का सुनवाई बैठक शुल्क, सवारी भत्ता और अन्य व्यय आदि ख. ट्रस्ट के कर्मचारियों का पारिश्रमिक/मजदूरी ग. लेखापरीक्षकों, चार्टर्ड लेखाकारों, कानूनी सलाहकारों, वकीलों का शुल्क घ. किसी ट्रस्ट की परिसंपत्ति, आय, वसूली, निवेश, अंशदान और सेवाओं के संबंध में देय, यदि कोई हो, सभी उप-शुल्क, कर, उपकर, निर्धारण, देनदारियां और शुल्क ङ. भवन या बीमा योग्य कोई अन्य चल या अचल परिसंपत्ति, जो तत्समय ट्रस्ट की परिसंपत्ति का भाग हो, के बीमा के लिए प्रीमियम। च. निम्नलिखित की लागत और किए गए व्यय <ul style="list-style-type: none"> (i) निवेशकों से मुआवजे के लिए दावा आमंत्रित करना (ii) दावों का निपटान, विज्ञापन, प्रशिक्षण और कमाडिटी डेरीवेटिव बाजार पर पुस्तकों और पत्रिकाओं को तैयार करना और वितरित करना छ. ट्रस्ट के उद्देश्य और प्रयोजनों, जो उसके प्रासंगिक हो, के अनुसार ट्रस्ट की परिसंपत्ति के प्रबंधन और प्रशासन के प्रासंगिक सभी अन्य लागतें, प्रभार और व्यय का भुगतान निधि से किया जाएगा।
24.	<p>निधि के निवेशों की क्षति :</p> <p>निधि के निवेशों के मूल्य में किसी भी कारण से कोई क्षति या ह्रास, जो एक्सचेंज या किसी उप-समिति के किसी सदस्य (सदस्यों) या किसी ट्रस्टी (ट्रस्टियों) के दुराग्रहपूर्ण चूक या धोखाधड़ी के कारण नहीं है, को निधि द्वारा वहन किया जाएगा और एक्सचेंज या उप-समिति के सदस्यों या ट्रस्टी उसके कारण या उसके बावत कोई जिम्मेदारी या देनदारी वहन नहीं</p>

		करेंगे। यदि एक्सचेंज के किसी सदस्य या उप-समिति के किसी सदस्य या किसी ट्रस्टी (ट्रस्टियों) के दुराग्रहपूर्ण चूक अथवा धोखाधड़ी के कारण ऐसी कोई क्षति या ह्रास होता है, तो ऐसी दुराग्रहपूर्ण चूक या धोखाधड़ी करने वाला व्यक्ति क्षति या ह्रास के लिए व्यक्तिगत रूप से जिम्मेदार होगा और अन्य व्यक्ति जो दुराग्रहपूर्ण चूक या धोखाधड़ी में शामिल नहीं हैं, क्षति या ह्रास के लिए जिम्मेदार नहीं होंगे।
	25.	सचिवालय : निधि/ट्रस्ट के लिए सचिवालय की व्यवस्था एक्सचेंज करेगा।
	26.	क्षतिपूर्ति : निधि, ट्रस्टियों के विरुद्ध दायर किए गए या बनाए गए सभी वादों, कार्रवाहियों, कार्रवाईयों के लिए ट्रस्टियों के दुराग्रहपूर्ण चूक या धोखाधड़ी के कारण आने वाली लागतों, प्रभारों और व्यय के सिवाय सभी को वहन करेगा।
	27.	पत्र-व्यवहार : एक्सचेंज और या ट्रस्ट के ट्रस्टी किसी संदेश को मान्यता देने या उस पर कार्रवाई करने के लिए तब तक बाध्य नहीं होंगे जब तक वह लिखित में न हो, संदेश को भेजने वाले व्यक्ति की पहचान और पते का खुलासा न किया जाए और संदेश को भेजने वाले व्यक्ति द्वारा हस्ताक्षरित और मूल रूप में प्रस्तुत न किया गया हो।
	28.	निधि का दायित्व : निधि का दायित्व ट्रस्ट के पास उपलब्ध निधियों से अधिक नहीं होगा और निधियों की कमी के कारण न चुकाए गए किसी दावे के संबंध में एक्सचेंज/ट्रस्ट/ट्रस्टी जिम्मेदार नहीं होंगे और निवेशक/ ग्राहक उस मामले में चूककर्ता घोषित सदस्य के विरुद्ध कार्यवाही कर सकता है।
	29.	परिसमापन की दशा में अप्रयुक्त राशि : यदि एक्सचेंज को बंद कर दिया जाता है, तो ट्रस्ट के पास निधि में अप्रयुक्त शेष राशि को वायदा बाजार आयोग को अंतरित कर दिया जाएगा। ऐसी दशा में निधियों को एक अलग खाते में रखा जाएगा और वायदा बाजार आयोग निधि के ट्रस्टी के रूप में कार्य करेगा। निधियों का उपयोग निवेशक/ग्राहक शिक्षा, जागरूकता, अनुसंधान या ऐसे अन्य कार्यक्रमों के लिए किया जाएगा जिनके बारे में वायदा बाजार आयोग द्वारा समय-समय पर निर्णय लिया जाएगा।
	30.	निधि का विवेकाधीन स्वरूप : निधि विवेकाधीन निधि होगा और ट्रस्ट/ट्रस्टी या एक्सचेंज पर चूककर्ता सदस्य के ऋण को वसूल करने और/या निधि से भुगतान करने की कोई कानूनी बाध्यता नहीं होगी जैसा कि इस अध्याय में उल्लेख किया गया है।
	31.	आबंटन पर रोक : किसी सदस्य का अंशदान निधि से देय ऋण नहीं होगा और कोई भी सदस्य निधि में अपने अंशदान को किसी भी तरीके से अंतरित करने या बांटने का हकदार नहीं होगा।
	32.	किसी अन्य प्राधिकारी के निदेश पर निधि पर दावा : किसी अन्य प्राधिकारी के निदेश पर निधि पर दावे को वायदा बाजार आयोग के माध्यम से भेजा जाना चाहिए।
	33.	सदस्यता की समाप्ति या निलम्बन द्वारा सदस्य की देनदारी प्रभावित नहीं होगी : किसी सदस्य की सदस्यता के निलम्बन या समाप्ति पर निधि के प्रति उसका कोई अपूर्ण दायित्व समाप्त अथवा अन्यथा प्रतिकूलतः प्रभावित नहीं होगा।

34.	<p>निधि में भुगतान न कर सकने पर कार्यवाई :</p> <p>एक्सचेंज का निदेशक बोर्ड किसी ऐसे सदस्य, जो निधि में किसी राशि का भुगतान करने में असफल रहता है, के विरुद्ध ऐसी कार्यवाई कर सकता है जिसे वह उचित समझे जिसमें निलम्बन, जुर्माना, चूककर्ता घोषित करना, सदस्य के रूप में उसका पंजीकरण रद्द करना या एक्सचेंज की सदस्यता से निलंबित करना शामिल हैं।</p>
35.	<p>किसी राशि को वापिस मांगने के लिए ट्रस्ट की शक्तियाँ :</p> <p>(1) एक्सचेंज के नियमों, उप-विधियों और व्यवसाय नियमों में अन्यत्र कही गई किसी बात के होते हुए यदि ट्रस्ट के पास यह विश्वास करने का कारण है कि कोई लेन-देन -</p> <p>(क) कपटपूर्ण है; या</p> <p>(ख) किसी सदस्य की चूक से संबंधित एक्सचेंज के किसी नियम, उप-विधि और व्यवसाय नियम के तहत अनुमय नहीं है; या</p> <p>(ग) किसी जमा या ऋण के भुगतान या भुगतान की वापसी से संबद्ध है या गलती से भुगतान किया गया है, तब ट्रस्ट ऐसी राशि को वसूल करने का हकदार होगा।</p> <p>(घ) गलती से भुगतान किया गया है, तब ट्रस्ट ऐसी राशि को वसूल करने का हकदार होगा।</p> <p>(2) ट्रस्ट किसी राशि को वापिस मांगने का अंतिम रूप से निर्णय करने से पहले संबंधित व्यक्ति (व्यक्तियों) को कम से कम सात दिन का लिखित नोटिस देकर सुने जाने का एक अवसर प्रदान करेगा।</p> <p>(3) किसी राशि को वापिस मांगने या न मांगने का निर्णय लेने के प्रयोजनार्थ ट्रस्ट, अन्य बातों के साथ-साथ, प्ररिवेशी परिस्थितियाँ, एक्सचेंज में कारोबार की सामान्य प्रक्रिया, चूककर्ता सदस्य और दावाकर्ता के बीच संबंध, लेन-देन में अंतर्ग्रस्त संविदा का परिमाण और मूल्य, अन्य मिलते-जुलते व्यापार और ऐसे अन्य मामले जिन्हें ट्रस्ट संगत समझता हो, पर भी विचार करने का हकदार होगा।</p>
36.	<p>पंचाट :</p> <p>एक ओर, चूककर्ता समिति/अनुशासनिक कार्यवाई समिति/एक्सचेंज या एक्सचेंज के निदेशक बोर्ड और दूसरी ओर, चूककर्ता के बीच चूककर्ता द्वारा निधि को देय होने के कारण कोई देय राशि अथवा चूककर्ता समिति/अनुशासनिक कार्यवाई समिति/एक्सचेंज या एक्सचेंज के निदेशक बोर्ड द्वारा कथित राशि के संबंध में किसी दावे, विवाद या मतभेद को एक्सचेंज के प्रबंध निदेशक/एक्सचेंज के मुख्य कार्यकारी अधिकारी के पंचाट या एक्सचेंज के मध्यस्थता के पैनल में से ऐसे व्यक्ति के पंचाट को भेजा जाएगा, जिसे एक्सचेंज का प्रबंध निदेशक/मुख्य कार्यकारी अधिकारी अपनी ओर से नामित करेगा।</p>

सूचना:- अंग्रेजी पाठ और हिंदी अनुवाद में किसी विसंगति के मामले में अंग्रेजी पाठ अमिभावी होगा।

स्थान : मुंबई

तारीख : 28/08/2012

(पी. रामानाथन)

कंपनी सचिव और मुख्य निदेशक अधिकारी



**BSE Limited
Mumbai**

AMENDMENTS TO BYE-LAWS 247A(3), 247A(4), 247A(7), 247A(8) AND 247B OF THE RULES, BYE-LAWS AND REGULATIONS OF BSE LIMITED RELATING TO SIMPLIFICATION AND RATIONLIZATION OF TRADING ACCOUNT OPENING PROCESS AS APPROVED BY SEBI VIDE ITS LETTER NO. MRD/DSA/16546/2012 DATED 24TH JULY, 2012

Whereas under applicable provisions of the Securities Contracts (Regulation) Act, 1956, making or the amendment or revision of any Bye-law is subject to publication.

Now, therefore, BSE Limited (the Exchange), hereto publishes the amended Bye-laws 247A(3), 247A(4), 247A(7), 247A(8) and 247B of the Rules, Bye Laws and Regulations of the Exchange.

REGULATION OF TRANSACTIONS BETWEEN CLIENTS AND BROKERS

247A Notwithstanding anything to the contrary contained in these Bye-laws, the following shall regulate the transactions between Clients and Brokers:

- (1)
- (2)
- (3) Member broker shall make pay out of funds or delivery of Securities, as the case may be, to the Client within one working day of receipt of the payout from the Exchange unless otherwise specified by the Client and subject to such terms and conditions as may be prescribed by the Exchange from time to time where the trade is executed.
- (4) Member brokers shall issue a contract note for purchase/ sale of securities to the Client within one working day of execution of trades in hard copy and/or in electronic form using digital signature or as specified by the SEBI/ the Exchange from time to time.
- (5)
- (6)
- (7) Member brokers shall make their clients aware of the basic risks involved in trading on the Exchange, the rights and obligations of the client etc. by issuing to the clients a copy of the "Risk Disclosure Document" on the lines specified by the SEBI / the Exchange from time to time and bringing its contents to their notice.
- (8) The trading, clearing and/or settlement of a trade on the Exchange shall be subject to execution, both by the Member broker and/or the Client of such documents as SEBI and/or the Exchange may provide from time to time. Both, the Member broker and the Clients shall be bound by the terms of all such documents.

Confidentiality of Client's Details

247B The Stock Exchange shall maintain the details of the clients of the members in confidence and it shall not disclose to any person / entity such details of the client as mentioned in the Account Opening Form or any other information pertaining to the client except as required under the law or by any authority.

Place: Mumbai

Date: 14/08/2012

For BSE Limited

Neena Jindal
Company Secretary

JHABUA POWER LTD.**Gurgaon-122002**

Jhabua Power Limited having its registered office at Macmet House, 7th Floor, 10 B, O C Ganguly Sarani, Kolkatta – 700020, West Bengal intends to apply/ has applied to the Government of India to confer upon him all the power under Section 164 of, Indian Electricity Act, 2003 for the placing of electric lines or electrical plant for the transmission of electricity or for the purpose of telephonic or telegraphic communications necessary for proper coordination of works which telegraph authority possess under the Indian Telegraph Act. 1885 with respect to the placing of Telegraph lines & posts for the purpose of a telegraph established or maintained by the Government or to be established or maintained and will undertake the survey, construction, installation, inspection, erection and other works to be followed by commissioning, operation maintenance and other works for the following transmission schemes.

Name of the transmission scheme : Dedicated Transmission line for JPL : 400 KV Double Circuit JPL – Jabalpur Pool (upcoming).

Works covered under the scheme : Design construction of 400 KV Twin Conductor (HTLS) double circuit transmission line connecting 400 KV, JPL Switchyard with Jabalpur Pool (upcoming) belonging to POWERGRID Corporation of India Ltd.

The transmission lines covered under the scheme will pass through over around and between the following villages towns and cities. This will supersede earlier publication which published in the same news paper on 06.03.2012 and 18.05.2012

S. No.	Name of the Villages	Tehsil	District	State
01	Barela	Ghansore	Seoni	Madhya Pradesh
02	Mehartala	Ghansore	Seoni	Madhya Pradesh
03	Dhobi	Ghansore	Seoni	Madhya Pradesh
04	Jamhori Khurd	Ghansore	Seoni	Madhya Pradesh
05	Khudargaon	Ghansore	Seoni	Madhya Pradesh
06	Simaria Re	Ghansore	Seoni	Madhya Pradesh
07	Simaria Mal	Ghansore	Seoni	Madhya Pradesh
08	Shikara	Ghansore	Seoni	Madhya Pradesh
09	Katori	Ghansore	Seoni	Madhya Pradesh
10	Katti	Ghansore	Seoni	Madhya Pradesh
11	Babriya	Ghansore	Seoni	Madhya Pradesh
12	Devri	Jabalpur	Jabalpur	Madhya Pradesh
13	Khapa	Jabalpur	Jabalpur	Madhya Pradesh
14	Basanpani	Jabalpur	Jabalpur	Madhya Pradesh
15	Kaladehi	Jabalpur	Jabalpur	Madhya Pradesh
16	Mangela	Jabalpur	Jabalpur	Madhya Pradesh
17	Sukri	Jabalpur	Jabalpur	Madhya Pradesh
18	Temar	Jabalpur	Jabalpur	Madhya Pradesh
19	Ghana	Jabalpur	Jabalpur	Madhya Pradesh
20	Hinota	Jabalpur	Jabalpur	Madhya Pradesh
21	Tinsi	Jabalpur	Jabalpur	Madhya Pradesh
22	Tinsa	Jabalpur	Jabalpur	Madhya Pradesh

23	Gajna	Jabalpur	Jabalpur	Madhya Pradesh
24	Rengajhori	Jabalpur	Jabalpur	Madhya Pradesh
25	Marahapatha	Jabalpur	Jabalpur	Madhya Pradesh
26	Kohani	Jabalpur	Jabalpur	Madhya Pradesh
27	Chargawan	Jabalpur	Jabalpur	Madhya Pradesh
28	Rampur-Nakatia	Jabalpur	Jabalpur	Madhya Pradesh
29	Ainthakhera	Jabalpur	Jabalpur	Madhya Pradesh
30	Nanhakhera	Jabalpur	Jabalpur	Madhya Pradesh
31	Sivni	Jabalpur	Jabalpur	Madhya Pradesh
32	Lamheta	Jabalpur	Jabalpur	Madhya Pradesh
33	Gopalpur	Jabalpur	Jabalpur	Madhya Pradesh
34	Bhirpura	Jabalpur	Jabalpur	Madhya Pradesh
35	Mirganj	Jabalpur	Jabalpur	Madhya Pradesh
36	Bilha	Jabalpur	Jabalpur	Madhya Pradesh
37	Bheraghat	Jabalpur	Jabalpur	Madhya Pradesh
38	Bheeta	Jabalpur	Jabalpur	Madhya Pradesh
39	Bilkarwa	Sahapura	Jabalpur	Madhya Pradesh
40	Khairi	Sahapura	Jabalpur	Madhya Pradesh
41	Hirapur-bandha	Sahapura	Jabalpur	Madhya Pradesh
42	Dharpura	Sahapura	Jabalpur	Madhya Pradesh

Copy of the route alignment is available in the office of the undersigned. Notice is hereby given to the general public to make observation / representation on the proposed transmission system within two months from the date of publication of this notice before to the office of the undersigned in writing. For further particulars and clarifications please contact :

Name : Biswajit Das
 Designation : Head Project
 Office Address : Village – Barela, Post Attaria, Tehsil – Ghansore, District – Seoni,
 Madhya Pradesh – 480 997
 Email Address : biswajit.das@avanthapower.com
 Phone No./Fax No. : 07693-298223, 298224

MCX STOCK EXCHANGE LIMITED

Mumbai-400093

As per the requirements of Rule 18 of the Securities Contracts (Regulations) Rules, 1957, the proposed amendment to the Bye-laws of MCX Stock Exchange Limited, as given hereunder, is published for criticism in accordance with the provisions of Section 23 of the General Clauses Act, 1897 in the Gazette of India. Any person having any observations on the proposed amendment to the Bye-laws can send the same in writing to the undersigned at the Exchange Square, CTS No. 255, Suren Road, Andheri (East), Mumbai-400093 within fifteen days from the date of this publication in the Gazette. The observations received after the aforementioned date will not be considered when the amendment will be taken for consideration.

Subject to SEBI's approval, it is proposed to make the following amendment in the Bye-laws of the Exchange :—

Chapter XIV—Investor Protection Fund

In Bye-law 11, after clause (f), the following shall be inserted, namely :—

“(g) Penalties levied by the Exchange on its members.”

JOSEPH MASSEY
Managing Director & CEO

THE NATIONAL COMMODITY & DERIVATIVES EXCHANGE LIMITED

Mumbai

The approval of the Deputy Director, forward Markets Commission, under Section 12 (1) of the Forward Contracts (Regulation) Act, 1952 (74 of 1952) read with the Government of India, Ministry of Commerce and Industry Notification No. S.O. 1162 dated 4th May, 1960 has been obtained on the 29th June, 2012 to the following amendments, made to the Bye-laws of the National Commodity & Derivatives Exchange Ltd., Mumbai and the same is hereby notified under Sub-Section 2 of Section 12 of the said Act.

AMENDMENTS

NATIONAL COMMODITY & DERIVATIVES EXCHANGE LIMITED, MUMBAI

Bye-laws

Part B

1. Short Title and Commencement : These Bye-laws may be called the National Commodity & derivatives Exchange (4th Amendment) Bye-laws, 2012.
2. They shall be deemed to have come into force on the date of approval by the Forward Markets Commission.
3. After Bye-law 8 of Part B of the Bye-laws of National Commodity & Derivatives Exchange Limited, published vide Gazette of India, Part IV, dated September 25-October 1, 2004, a new Bye-law 9 shall be inserted namely.

Sd/- ILLEGIBLE

9 Investor (Client) Protection Fund (Fund)

9.1	The Exchange shall establish and maintain an Investor (Client) Protection Fund (Fund) to be held in trust by NCDEX Investor (Client) Protection Fund Trust (Trust).
9.2	<p>Object of the Fund:</p> <p>The object of the fund shall be</p> <ul style="list-style-type: none"> a) to protect and safeguard the interest of investors/clients, in respect of eligible/ legitimate claims arising out of default of the member of the Exchange, and b) to impart investors/client education, awareness, research or such other programmes as may be decided by the Forward Markets Commission (FMC) and or the Exchange from time to time out of the interest earned on investments of the Fund.
9.3	<p>Composition of Fund:</p> <p>The fund shall consist of,</p> <ul style="list-style-type: none"> (a) such contributions from the Exchange as decided/directed by the FMC, from time to time; (b) all penalties levied/ collected by the Exchange and transferred to the Fund, from time to time; (c) interest, dividend or other income earned arising from investments of the Fund; (d) accretion arising from investments of the Fund; (e) any other money or property forming part of the Fund. (f) any contribution from the member of the Exchange, as may be stipulated by the Exchange from time to time. <p>The Exchange shall be further empowered to call from the member such additional contributions as may be required, from time to time, to make up for the short fall if any in the Fund, at the discretion of the Exchange.</p> <p>The Exchange shall ensure that the funds are well segregated from that of the Exchange and that the Fund is immune from any liability of the Exchange.</p>
9.4	<p>Management of the Fund:</p> <p>The Trustees shall have entire control over the management of the Fund. The Trustees shall meet preferably three times during the year and not</p>

	more than four months shall elapse between any two meetings. Any three Trustees present shall constitute a quorum for such meetings. Each Trustee shall have one vote and the decision of the majority shall prevail. In case of equal division, the Chairman shall have a casting vote.
9.5	Accounts and Audit of the Fund: Unless the Board of Directors of the Exchange otherwise directs, the accounts of the Fund shall be prepared and maintained as a part of the accounts of the Exchange and shall be audited as a part of the accounts of the Exchange.
9.6	Contributions to the Fund by the Exchange: Subject to any further directive or guidelines of FMC, the Exchange shall contribute to the Fund; <ul style="list-style-type: none"> (a) a sum equivalent to 1% of the turnover fee charged from the members of the Exchange or Rs.25,00,000/- (Rupees Twenty five Lacs only) whichever is lower in a financial year; (b) a sum of all penalties as and when levied and collected, after deducting the cost of the administration, not exceeding 10 per cent in total or as may be prescribed by the FMC, from time to time; (c) The Board of Directors of the Exchange may also augment the Investor (Client) Protection Fund from such sources as it may deem fit.
9.7	Contributions to the Fund By the Members: Every member of the Exchange shall contribute periodically to the Fund, such amounts, as may be determined by the Exchange, from time to time.
9.8	Threshold limit for claim: <ul style="list-style-type: none"> (a) the Exchange shall be free to fix the suitable compensation limits, in consultation with the Trust. However, the maximum amount of compensation available against a single claim of an investor/Client arising out of default by a member of the Exchange shall be Rs.2,00,000/- (Rupees two Lakh). (b) the compensation payable shall not be more than actual amount payable to an investor/client subject to a maximum limit as decided by the Exchange or FMC from time to time. The amount will be reduced by any amount or other benefits received or receivable by the investor / client from any source in reduction of the loss and by any amount payable by such investor / client to the defaulter member. (c) the compensation paid in respect of claims against each Defaulter member

	<p>shall not exceed Rs.25,00,000/- (Rupees Twenty Five Lakhs only) or any other amount as may be determined by the Exchange, from time to time, with the prior approval of the Forward Markets Commission.</p> <p>The Exchange shall disseminate the said compensation limit or any change thereof to the public through Press Release and also Circulars issued by the Exchange through its website. However, FMC may review the amount of compensation available against a single claim of a client whenever they deem fit.</p>
9.9	<p>Persons eligible for compensation from the Fund:</p> <p>Legitimate claims of investors/ clients shall only be eligible for compensation out of the Fund. No claim of member or his Authorised Person (earlier know as Sub-broker) or Franchisee or any other market intermediary of any name or nomenclature shall be eligible for compensation out of the Fund.</p>
9.10	<p>Eligible Claims under the Fund:</p> <p>Subject to the other Rules, Bye-laws and Regulations/Business Rules of the Exchange, the Fund shall be utilized to compensate eligible/legitimate claims of an investor/client who suffered loss in respect of transaction on the Exchange due to a member being declared a defaulter, as per the Rules, Bye Laws and Regulations/Business Rules of the Exchange, where:-</p> <ul style="list-style-type: none"> (a) the claims received against the defaulter member during the specified period of ninety days (as notified by the Exchange), shall be eligible for being considered for compensation from the Fund. (b) If any eligible claims arises within three years from the date of expiry of the specified period, such claims will be processed at the discretion of the Trust (c) the claim arises directly in respect of transaction/s executed on the Exchange between the investor/Client and the member (who has since been declared a defaulter) in accordance with the Rules, Bye-laws and Business Rules of the Exchange. (d) the trade in the Commodity Futures Contract/s have already been settled by the Exchange but the obligation in respect of the said Contracts has not been completed by the defaulter member to the concerned investor/Client, and (e) the claim fulfills such other requirements as the Exchange may specify from time to time.

9.11	<p>Ineligible claims for compensation:</p> <p>The Board of Directors of the Exchange or Defaulters' Committee of the Exchange or Trustees of the Trust shall not be obliged to consider the claims if such claims are arising out of or are in respect of:</p> <ul style="list-style-type: none"> (a) a contract in commodities, dealings in which are not permitted or which are not subject to and in accordance with Bye-laws, Rules and Regulations/Business Rules of the Exchange or in which the claimant has either not paid himself or colluded with the defaulter member in evasion of margin (including initial , VAR, tender period margin, delivery period margin, Special / Additional margins, etc., as applicable from time to time) payable on transactions or contracts in any commodity; or (b) any outstanding balance or any outstanding difference in previous transactions which has not been claimed at the proper time and in the manner prescribed in Bye-laws, Rules and Regulations/Business Rules of the Exchange and/or which arises from arrangement for settlement of claims in lieu of bona fide money payment in full or part on the day when such claims become due; or (c) a loan with or without security; or (d) a portfolio management services; or (e) collusive or sham transactions.
9.12	<p>Procedure to be specified:</p> <p>The Exchange/ Trustees shall be entitled to specify the procedures, subject to the guidelines/ directions issued by the FMC from time to time, for carrying out the provisions of this Chapter and shall also be entitled to issue clarifications and directions for removing any difficulties in implementing the provisions of this Chapter.</p>
9.13	<p>Scrutiny of the Claims by Defaulters Committee:</p> <p>The Exchange shall process the claims in accordance with the procedure as may be laid down by the Defaulters Committee. In the event of an award being passed in favour of the Client and upon crystallizing the liabilities and if the assets of the defaulter member are insufficient to meet the approved claims, the Defaulters Committee shall forward the claims along with the recommendations to the Trust.</p>
9.14	<p>Determination of the nature of claims and payment :</p> <p>The Trustees shall have an absolute discretion as regards the mode and method of assessing the nature of the claims including their genuineness and shall likewise at their discretion accept, reject, or partially grant or allow claims and make payment thereof subject to the limits therein mentioned, as they may deem fit and proper. The Trustees shall admit only such of the claims which are admitted by the Defaulters' Committee or the Investors' Grievance Division/ Committee of the Exchange, and which could not be met from the assets of the defaulter member. If the Trustees are not satisfied that the claim is bona fide they shall reject the claim and inform the investor/Client accordingly along with the reasons. The Trustees may adopt the arbitration mechanism at the Exchange for determining the legitimacy of</p>

	the claims received from the claimants. The Trustees may also seek the advice of the Defaulters' Committee before sanctioning and releasing the payments to be made to the claimants.
9.15	<p>Decision of the Trustees shall be Final:</p> <p>The decision of the Trustees regarding settlement or other wise of the claims shall be final and binding on the claimant. Claimant shall sign an undertaking to be bound by the decisions of the Trustees.</p>
9.16	<p>Appeal:</p> <p>If any claim not entertained by the Defaulters' Committee or rejected by the Trustees, the claimant may prefer an appeal before the Board of Directors of the Exchange or any Sub-committee of the Board of Directors of the Exchange, constituted in this behalf.</p> <p>The Board of Directors of the Exchange or such Sub-committee of the Board of Directors of the Exchange shall not be obliged to accept or direct payment of a claim merely because an arbitration award has been passed in favour of the investor/ Client or because the arbitration award has been passed with the consent of the Member or because the Member did not oppose the investor/ Client's claim.</p> <p>The Board of Directors of the Exchange or such Sub-committee of the Board of Directors of the Exchange, shall be entitled to call upon the Client to produce such other information and documents as it may consider necessary for scrutinizing the Client's claim and may reject the claim if the Client fails to produce such information and documents</p>
9.17	<p>Charge on Defaulter's Assets:</p> <p>Upon payment of any money out of the Fund, the concerned defaulter member shall forthwith repay the money to the Fund along with interest at the rate of 2% per month (or such other rate as the Board of Directors of the Exchange may determine), from time to time. The Exchange, for the benefit of the Fund, shall have a first charge (subject only to and subservient to the charge in favour of the Settlement Guarantee Fund under these Rules, Bye-laws and Regulations/Business Rules of the Exchange) on all assets and properties of the defaulter member wherever situated and of whatsoever nature as a security for the repayment of such money and the payment of interest thereon at the rate of 2% per month (or such other rate as the Board of Directors of the Exchange may determine), from time to time, subject only to any and all charges, mortgages and other encumbrances created thereon by the defaulter member <i>bona fide</i> for valuable consideration prior to the day the member is</p>

	declared as a defaulter.
9.18	Proceedings by the Board of Directors of the Exchange: For the purpose of recovering any amount payable by the defaulter member to the Fund, the Board of Directors of the Exchange and/or the Managing Director / Chief Executive Officer shall be entitled to take such steps and proceedings (including but not limited to sale of any property of the defaulter or a portion thereof) as it/he may think fit against the defaulter member, the defaulter member's property and any person by whom any amount is payable to the defaulter member.
9.19	Claim Not To Affect Legal Proceedings: The rejection or partial acceptance of any claim by the Trustees or the Board of Directors of the Exchange as the case may be, or the grant of any compensation to a client claimant shall not preclude or debar such client to pursue his investor / claim for dues against the defaulter member in any court of law or otherwise howsoever or other legal action on other grounds of causes of action of whatsoever nature subject to, howsoever, that the net claim of any such investor / client against defaulter member shall stand reduced to the extent of the compensation received by him from the Fund.
9.20	Investment of Fund: The Trustees shall invest all monies of the Fund in such manner as may be authorised by law for the time being in force for investment of public charitable trust funds. All investments and banking accounts of the Fund shall be kept by the Trustees in the name of the Fund. The Trustees shall operate the Fund and its investments in such manner as deemed fit by the Trustees in accordance with the Trust Rules and as permissible under law for the time being in force.
9.21	Utilization of the Interest by the Board of Directors of the Exchange: The Board of Directors of the Exchange may utilize only the interest earned on the Fund, subject to approval of the Trust, for investors' education, awareness or such other programme authorized by the FMC. The corpus of the Fund will not be utilized for this purpose.
9.22	Repayment by Payee Disentitled to Receive: If any claim amount has been paid from the Fund and it is subsequently found that the payee was for any reason not entitled to receive such claim amount then the payee shall forthwith repay the same to the Fund together with interest thereon at the rate of 2% per month (or such other rate as the Exchange may specify) from time to time, for the period commencing on the date on which the payment was received by the payee and ending on the date on which such amount is repaid by the payee.

9.23	<p>Cost /Expenses of the Administration of the Fund:</p> <p>All the expenses incurred by the Trustees in connection with the creation, administration and management of the Fund including ;</p> <ol style="list-style-type: none"> a. the sitting fees, conveyance and other expenses, etc., of the Trustees b. remuneration/wages of the employees of the Trust, c. fees of auditors, Chartered Accountants, Legal Advisors, Lawyers d. all rates, taxes, Cess, assessments, dues and duties, if any payable in respect of any Trust Property, income, collection, investment, contributions, and services, e. premium for the insurance of the building or any other insurable property movable or immovable for the time being forming part of the Trust Property. f. Cost and expenses incurred for <ol style="list-style-type: none"> i. inviting claim for compensation from the investors ii. settlement of claims, advertisements, training, preparation and distribution of books and periodicals on commodity derivative market g. all other costs, charges and expenses incidental to the management and administration of the Trust Property in accordance with the object and purposes hereof which may be incidental thereto, <p>shall be paid out of the Fund.</p>
9.24	<p>Loss to Fund Investments:</p> <p>Any loss or diminution in value of the investments of the Fund from whatever cause arising, not being due to the willful default or fraud of any member(s) of the Exchange, or of any sub-committee or any Trustee(s), shall be borne by the Fund and the members of the Exchange or of the sub-committee or the Trustee(s) shall incur no responsibility or liability by reason of or on account thereof. In case of any such loss or diminution by reason of willful default or fraud by any member of the Exchange or of any sub-committee or any Trustee(s), the persons committing the willful default or fraud shall be personally liable for the loss or diminution and other persons who are not parties to the willful default or fraud shall not be liable for the loss or diminution.</p>
9.25	<p>Secretariat:</p> <p>The Exchange shall provide the secretariat for the Fund/ Trust.</p>
9.26	<p>Indemnity:</p> <p>The Fund shall bear all costs, charges and expenses for all suits, actions, proceedings and claims filed or made against the Trustees except those arising out of their willful default or fraud.</p>
9.27	<p>Correspondence:</p> <p>The Exchange and or the Trustees of the Trust shall not be obliged to recognize or act upon any communication unless it is in writing, discloses the identity and address</p>

	of the person addressing the communication and is signed and submitted in original by the person addressing the communication.
9.28	Liability of the Fund: <p>The liability of the Fund shall not exceed the funds available with the Trust and in respect of any unpaid claims, on account of insufficiency of funds, the Exchange / Trust/ Trustee shall not be liable and the investor/ client may proceed against the member declared as Defaulter for the same.</p>
9.29	Unutilised Fund in case of Winding UP: <p>In case the Exchange is wound-up, then the balance in the Fund lying un-utilized with the Trust, shall be transferred to FMC. In such an event, the funds will be maintained in a separate account and FMC would act as trustee of the funds. The funds shall be utilized for purposes of investor/client education, awareness, research or such other programme as may be decided by the FMC, from time to time.</p>
9.30	Discretionary Nature of Fund: <p>The Fund shall be discretionary fund and the Trust/ Trustees or the Exchange shall be under no legal obligation to collect the debt of a defaulter member and / or to make payments from the Fund as mentioned in this Chapter.</p>
9.31	Bar on Assignment: <p>The contribution of a member shall not be a debt due from the Fund and no member shall be entitled to transfer or assign in any manner his contribution to the Fund.</p>
9.32	Claim on the direction of any other authority on the Fund: <p>Claim on the direction of any other authority on the Fund may be routed through the Forward Market Commission (FMC).</p>
9.33	Liability of Member Unaffected by Cessation or Suspension of Membership: <p>Any unsatisfied obligation of a member to the Fund shall not be discharged or otherwise prejudicially affected by the suspension or cessation of his membership.</p>
9.34	Action for Failure to Pay to Fund: <p>The Board of Directors of the Exchange, may take such action, as it thinks fit and proper, against a member who fails to pay any amount to the Fund including action by suspending, fining, declaring him as a defaulter, canceling its/his registration as a member or expulsion from the membership of the Exchange.</p>
9.35	Powers of the Trust to recall any amount: <p>(1) Notwithstanding anything stated elsewhere in the Rules, Bye-laws and Business Rules of the Exchange, if the Trust has reason to believe that any transaction -</p>

	<p>(a) is fraudulent; or</p> <p>(b) is disallowed under any Rules, Bye-law and Business Rules of the Exchange relating to the default of a member; or</p> <p>(c) is connected with payment or repayment of a deposit or loan; or</p> <p>(d) has been paid erroneously then the Trust shall be entitled to recover such amount.</p> <p>(2) The Trust shall afford an opportunity to the concerned person(s) to be heard by giving him/them not less than seven days written notice before finally determining to recall any amount.</p> <p>(3) For the purpose of determining whether or not to recall any amount, the Trust shall be entitled to consider, inter alia, the surrounding circumstances, the usual course of dealings on the Exchange, the relationship between the defaulter member and the claimant, the quantity and price of the Contract involved in the transaction, other similar trades and such other matters as the Trust thinks relevant.</p>
9.36	<p>Arbitration:</p> <p>Any claim, dispute or difference between the Defaulters' Committee/ Exchange or the Board of Directors of the Exchange on the one hand and a defaulter member on the other hand in connection with any amount payable or alleged by the Defaulters' Committee / Exchange or the Board of Directors of the Exchange as being payable by the defaulter to the Fund shall be referred to the Arbitration of the Managing Director /Chief Executive Officer of the Exchange or to the Arbitration of such person from the panel of Arbitrators of the Exchange, as the Managing Director /Chief Executive Officer of the Exchange may nominate in this behalf."</p>

R. Ramaseshan
Managing Director and Chief Executive officer,

MULTI COMMODITY EXCHANGE OF INDIA LIMITED (MCX)

Mumbai

The approval of the Deputy Director, Forward Markets Commission, under Section 12 (1) of the Forward Contracts (Regulation) Act. 1952(74 of 1952) read with the Government of India, Ministry of Commerce and Industry Notification No. S. O.1162 dated 4th May, 1960 has been obtained on the 29th June 2012, to the following amendments, made to the Bye-laws of the Multi Commodity Exchange of India Ltd., Mumbai and the same is hereby notified under Sub-Section 2 of Section 12 of the said Act.

AMENDMENTS

Sr. No	Bye law No.	Proposed Amendment
1.	12A (new Bye law to be inserted after existing Bye law no. 12)	Investor Client Protection Fund
	1.	The Exchange shall establish and maintain an Investor (Client) Protection Fund (Fund) to be held in trust by Multi Commodity Exchange Investor (Client) Protection Fund Trust (Trust).
	2.	Object of the Fund: The object of the fund shall be <ol style="list-style-type: none"> to protect and safeguard the interest of investors/clients, in respect of eligible/legitimate claims arising out of default of the member of the Exchange, and to impart investors/client education, awareness, research or such other programmes as may be decided by the Forward Markets Commission (FMC) and or the Exchange from time to time out of the interest earned on investments of the Fund.
	3.	Composition of Fund: The fund shall consist of, <ol style="list-style-type: none"> such contributions from the Exchange as decided/directed by the FMC, from time to time; all penalties levied/ collected by the Exchange and transferred to the Fund, from time to time; interest, dividend or other income earned arising from investments of the Fund; accretion arising from investments of the Fund; any other money or property forming part of the Fund. any contribution from the member of the Exchange, as may be stipulated by the Exchange from time to time. The Exchange shall be further empowered to call from the member such additional contributions as may be required, from time to time, to make up for the short fall if any in the Fund, at the discretion of the Exchange. The Exchange shall ensure that the funds are well segregated from that of the Exchange and that the Fund is immune from any liability of the Exchange.
	4.	Management of the Fund: The Trustees shall have entire control over the management of the Fund. The Trustees shall meet preferably three times during the year and not more than four months shall elapse between any two meetings. Any three Trustees present shall constitute a quorum for such meetings. Each Trustee shall have one vote and the decision of the majority shall prevail. In case of equal division, the Chairman shall have a casting vote
	5.	Accounts and Audit of the Fund: Unless the Board of Directors of the Exchange otherwise directs, the accounts of the Fund shall be prepared and maintained as a part of the accounts of the Exchange and shall be audited as a part of the accounts of the Exchange.

6.	<p>Contributions to the Fund by the Exchange: <u>Subject to any further directive or guidelines of FMC</u> the Exchange shall, unless otherwise prescribed by FMC, contribute to the Fund;</p> <p>(a) a sum equivalent to 1% of the turnover fee charged from the members of the Exchange or Rs.25,00,000/- (Rupees Twenty five Lacs only) whichever is lower in a financial year;</p> <p>(b) a sum of all penalties as and when levied and collected, after deducting the cost of the administration, not exceeding 10 per cent in total of the penalties levied and collected or as may be prescribed by the FMC, from time to time;</p> <p>(c) The Board of Directors of the Exchange may also augment the Investor (Client) Protection Fund from such sources as it may deem fit.</p>
7.	<p>Contributions to the Fund By the Members: Every member of the Exchange shall contribute periodically to the Fund, such amounts, as may be determined by the Exchange, from time to time.</p>
8.	<p>Threshold limit for claim:</p> <p>(a) the Exchange shall be free to fix the suitable compensation limits, in consultation with the Trust. However, the maximum amount of compensation available against a single claim of an investor / Client arising out of default by a member of the Exchange shall be Rs. 2,00,000/- (Rupees two Lakh).</p> <p>(b) the compensation payable shall not be more than actual amount payable to an investor/client subject to a maximum limit as decided by the Exchange or FMC from time to time. The amount will be reduced by any amount or other benefits received or receivable by the investor / client from any source in reduction of the loss and by any amount payable by such investor / client to the defaulter member.</p> <p>(c) the compensation paid in respect of claims against each Defaulter member shall not exceed Rs.25,00,000/- (Rupees Twenty Five Lakhs only) or any other amount as may be determined by the Exchange, from time to time, with the prior approval of the Forward Markets Commission.</p> <p>The Exchange shall disseminate the said compensation limit or any change thereof to the public through Press Release and also Circulars issued by the Exchange through its website. However, FMC may review the amount of compensation available against a single claim of a client whenever they deem fit.</p>
9.	<p>Persons eligible for compensation from the Fund: Legitimate claims of investors/ clients shall only be eligible for compensation out of the Fund. No claim of member or his Authorised Person (earlier know as Sub-broker) or Franchisee or any other market intermediary of any name or nomenclature shall be eligible for compensation out of the Fund.</p>
10.	<p>Eligible Claims under the Fund: Subject to the other Rules, Bye-laws and Regulations/Business Rules of the Exchange, the Fund shall be utilized to compensate eligible/legitimate claims of an investor/client who suffered loss in respect of transaction on the Exchange due to a member being declared a defaulter, as per the Rules, Bye Laws and Regulations/Business Rules of the Exchange, where:-</p> <p>(a) the claims received against the defaulter member during the specified period of ninety days (as notified by the Exchange), shall be eligible for being considered for compensation from the Fund.</p> <p>(b) If any eligible claims arises within three years from the date of expiry of the specified period, such claims will be processed at the discretion of the Trust</p> <p>(c) the claim arises directly in respect of transaction/s executed on the Exchange between the investor/ Client and the member (who has since been declared a defaulter) in accordance with the Rules, Bye-laws and Business Rules of the Exchange.</p> <p>(d) the trade in the Commodity Futures Contract/s have already been settled by the Exchange but the obligation in respect of the said Contracts has not been completed by the defaulter member to the concerned investor/ Client, and</p> <p>(e) the claim fulfills such other requirements as the Exchange may specify from time to time.</p>

11.	<p>Ineligible claims for compensation: The Board of Directors of the Exchange or Defaulters' Committee /Disciplinary Action Committee of the Exchange or Trustees of the Trust shall not be obliged to consider the claims if such claims are arising out of or are in respect of:</p> <ul style="list-style-type: none"> (a) a contract in commodities, dealings in which are not permitted or which are not subject to and in accordance with Bye-laws, Rules and Regulations/Business Rules of the Exchange or in which the claimant has either not paid himself or colluded with the defaulter member in evasion of margin (including initial , VAR, tender period margin, delivery period margin, Special / Additional margins, etc., as applicable from time to time) payable on transactions or contracts in any commodity; or (b) any outstanding balance or any outstanding difference in previous transactions which has not been claimed at the proper time and in the manner prescribed in Bye-laws, Rules and Regulations/Business Rules of the Exchange and/or which arises from arrangement for settlement of claims in lieu of bona fide money payment in full or part on the day when such claims become due; or (c) a loan with or without security; or (d) a portfolio management services; or (e) collusive or sham transactions.
12.	<p>Procedure to be specified:</p> <p>The Exchange/ Trustees shall be entitled to specify the procedures, subject to the guidelines/ directions issued by the FMC from time to time, for carrying out the provisions of this Chapter and shall also be entitled to issue clarifications and directions for removing any difficulties in implementing the provisions of this Chapter.</p>
13.	<p>Scrutiny of the Claims by Defaulters' Committee/Disciplinary Action Committee:</p> <p>The Exchange shall process the claims in accordance with the procedure as may be laid down by the Defaulters Committee /Disciplinary Action Committee and the Defaulters' Committee /Disciplinary Action Committee scrutinize the claims and if the claim of a claimant is not supported with arbitration award passed in accordance with the Rules, Bye-laws and Business Rules of the Exchange, every such claim received by the Defaulters' Committee /Disciplinary Action Committee shall in the first instance be referred to arbitration in accordance with the Rules, Bye-laws and Regulations relating to arbitration for determining the claim. In the event of the award being passed in favour of the Client and upon crystallizing the liabilities and if the assets of the defaulter are insufficient to meet the approved claims, the Defaulters' Committee /Disciplinary Action Committee shall forward the claims along with the recommendations to the Trust. If any eligible claim arises within three years from the date of expiry of the specified period (ninety days), such claims will be processed by Defaulters' Committee /Disciplinary Action Committee at the discretion of the Trustees.</p>
14.	<p>Determination of the nature of claims and payment :</p> <p>The Trustees shall have an absolute discretion as regards the mode and method of assessing the nature of the claims including their genuineness and shall likewise at their discretion accept, reject, or partially grant or allow claims and make payment thereof subject to the limits therein mentioned, as they may deem fit and proper. The Trustees shall admit only such of the claims which are admitted by the Defaulters' Committee / Disciplinary Action Committee or the Investors' Grievance Division/ Committee / Disciplinary Action Committee of the Exchange, and which could not be met from the assets of the defaulter member. If the Trustees are not satisfied that the claim is bona fide they shall reject the claim and inform the investor/Client accordingly along with the reasons. The Trustees may adopt the arbitration mechanism at the Exchange for determining the legitimacy of the claims received from the claimants. The Trustees may also seek the advice of the Defaulters' Committee / Disciplinary Action Committee before sanctioning and releasing the payments to be made to the claimants.</p>
15.	<p>Decision of the Trustees shall be Final:</p> <p>The decision of the Trustees regarding settlement or other wise of the claims shall be final and binding on the claimant. Claimant shall sign an undertaking to be bound by the decisions of the Trustees.</p>

16.	<p>Appeal:</p> <p>If any claim not entertained by the Defaulters' Committee or rejected by the Trustees, the claimant may prefer an appeal before the Board of Directors of the Exchange or any Sub-committee of the Board of Directors of the Exchange, constituted in this behalf.</p> <p>The Board of Directors of the Exchange or such Sub-committee of the Board of Directors of the Exchange shall not be obliged to accept or direct payment of a claim merely because an arbitration award has been passed in favour of the investor/ Client or because the arbitration award has been passed with the consent of the Member or because the Member did not oppose the investor/ Client's claim.</p> <p>The Board of Directors of the Exchange or such Sub-committee of the Board of Directors of the Exchange, shall be entitled to call upon the Client to produce such other information and documents as it may consider necessary for scrutinizing the Client's claim and may reject the claim if the Client fails to produce such information and documents.</p>
17.	<p>Charge on Defaulter's Assets:</p> <p>Upon payment of any money (to the investor/client) out of the Fund, the concerned defaulter member shall forthwith repay the money to the Fund along with interest at the rate of 2% per month (or such other rate as the Board of Directors of the Exchange may determine), from time to time. The Exchange, for the benefit of the Fund, shall have a first charge (subject only to and subservient to the charge in favour of the Settlement Guarantee Fund under these Rules, Bye-laws and Regulations/Business Rules of the Exchange) on all assets and properties of the defaulter member wherever situated and of whatsoever nature as a security for the repayment of such money and the payment of interest thereon at the rate of 2% per month (or such other rate as the Board of Directors of the Exchange may determine), from time to time, subject only to any and all charges, mortgages and other encumbrances created thereon by the defaulter member <i>bona fide</i> for valuable consideration prior to the day the member is declared as a defaulter.</p>
18.	<p>Proceedings by the Board of Directors of the Exchange:</p> <p>For the purpose of recovering any amount payable by the defaulter member to the Fund, the Board of Directors of the Exchange and/or the Managing Director / Chief Executive Officer shall be entitled to take such steps and proceedings (including but not limited to sale of any property of the defaulter or a portion thereof) as it/he may think fit against the defaulter member, the defaulter member's property and any person by whom any amount is payable to the defaulter member</p>
19.	<p>Claim Not To Affect Legal Proceedings:</p> <p>The rejection or partial acceptance of any claim by the Trustees or the Board of Directors of the Exchange as the case may be, or the grant of any compensation to a client claimant shall not preclude or debar such client to pursue his investor / claim for dues against the defaulter member in any court of law or otherwise howsoever or other legal action on other grounds of causes of action of whatsoever nature subject to, howsoever, that the net claim of any such investor /client against defaulter member shall stand reduced to the extent of the compensation received by him from the Fund.</p>
20.	<p>Investment of Fund:</p> <p>The Trustees shall invest all monies of the Fund in such manner as may be authorised by law for the time being in force for investment of public charitable trust funds. All investments and banking accounts of the Fund shall be kept by the Trustees in the name of the Fund.</p> <p>The Trustees shall operate the Fund and its investments in such manner as deemed fit by the Trustees in accordance with the Trust Rules and as permissible under law for the time being in force.</p>
21.	<p>Utilization of the Interest by the Board of Directors of the Exchange:</p> <p>The Board of Directors of the Exchange may utilize only the interest earned on the Fund, subject to approval of the Trust, for investors' education, awareness or such other programme authorized by the FMC. The corpus of the Fund will not be utilized for this purpose.</p>
22.	<p>Repayment by Payee Disentitled to Receive:</p> <p>If any claim amount has been paid from the Fund and it is subsequently found that the payee was for any reason not entitled to receive such claim amount then the payee shall</p>

		forthwith repay the same to the Fund together with interest thereon at the rate of 2% per month (or such other rate as the Exchange may specify) from time to time, for the period commencing on the date on which payment was received by the payee and ending on the date on which such amount is repaid by the payee.
	23.	<p>Cost/Expenses of the Administration of the Fund:</p> <p>All the expenses incurred by the Trustees in connection with the creation, administration and management of the Fund including ;</p> <ol style="list-style-type: none"> the sitting fees, conveyance and other expenses, etc., of the Trustees remuneration/wages of the employees of the Trust, fees of auditors, Chartered Accountants, Legal Advisors, Lawyers, all rates, taxes, Cess, assessments, dues and duties, if any payable in respect of any Trust Property, income, collection, investment, contributions, and services, premium for the insurance of the building or any other insurable property movable or immovable for the time being forming part of the Trust Property. Cost and expenses incurred for <ol style="list-style-type: none"> inviting claim for compensation from the investors settlement of claims, advertisements, training, preparation and distribution of books and periodicals on commodity derivative market all other costs, charges and expenses incidental to the management and administration of the Trust Property in accordance with the object and purposes hereof which may be incidental thereto, <p>shall be paid out of the Fund.</p>
	24.	<p>Loss to Fund Investments:</p> <p>Any loss or diminution in value of the investments of the Fund from whatever cause arising, not being due to the willful default or fraud of any member(s) of the Exchange, or of any sub-Committee or any Trustee(s), shall be borne by the Fund and the members of the Exchange or of the sub-Committee or the Trustee(s) shall incur no responsibility or liability by reason of or on account thereof. In case of any such loss or diminution by reason of willful default or fraud by any member of the Exchange or of any sub-Committee or any Trustee(s), the persons committing the willful default or fraud shall be personally liable for the loss or diminution and other persons who are not parties to the willful default or fraud shall not be liable for the loss or diminution.</p>
	25.	<p>Secretariat:</p> <p>The Exchange shall provide the secretariat for the Fund/ Trust.</p>
	26.	<p>Indemnity:</p> <p>The Fund shall bear all costs, charges and expenses for all suits, actions, proceedings and claims filed or made against the Trustees except those arising out of their willful default or fraud.</p>
	27.	<p>Correspondence:</p> <p>The Exchange and or the Trustees of the Trust shall not be obliged to recognize or act upon any communication unless it is in writing, discloses the identity and address of the person addressing the communication and is signed and submitted in original by the person addressing the communication.</p>
	28.	<p>Liability of the Fund:</p> <p>The liability of the Fund shall not exceed the funds available with the Trust and in respect of any unpaid claims, on account of insufficiency of funds, the Exchange / Trust/ Trustee shall not be liable and the investor/ client may proceed against the member declared as Defaulter for the same.</p>
	29.	<p>Unutilised Fund in case of Winding Up:</p> <p>In case the Exchange is wound-up, then the balance in the Fund lying un-utilized with the Trust, shall be transferred to FMC. In such an event, the funds will be maintained in a separate account and FMC would act as trustee of the funds. The funds shall be utilized for purposes of investor/client education, awareness, research or such other programme as may be decided by the FMC, from time to time.</p>
	30.	<p>Discretionary Nature of Fund:</p> <p>The Fund shall be discretionary fund and the Trust/ Trustees or the Exchange shall be under no legal obligation to collect the debt of a defaulter member and / or to make payments from the Fund as mentioned in this Chapter.</p>

31.	Bar on Assignment: The contribution of a member shall not be a debt due from the Fund and no member shall be entitled to transfer or assign in any manner his contribution to the Fund.
32.	Claim on the direction of any other authority on the Fund: Claim on the direction of any other authority on the Fund may be routed through FMC.
33.	Liability of Member Unaffected by Cessation or Suspension of Membership: Any unsatisfied obligation of a member to the Fund shall not be discharged or otherwise prejudicially affected by the suspension or cessation of his membership.
34.	Action for Failure to Pay to Fund: The Board of Directors of the Exchange, may take such action, as it thinks fit and proper, against a member who fails to pay any amount to the Fund including action by suspending, fining, declaring him as a defaulter, canceling its/his registration as a member or expulsion from the membership of the Exchange.
35.	Powers of the Trust to recall any amount: (1) Notwithstanding anything stated elsewhere in the Rules, Bye-laws and Business Rules of the Exchange, if the Trust has reason to believe that any transaction - (a) is fraudulent; or (b) is disallowed under any Rules, Bye-law and Business Rules of the Exchange relating to the default of a member; or (c) is connected with payment or repayment of a deposit or loan or (d) has been paid erroneously then the Trust shall be entitled to recover such amount. (2) The Trust shall afford an opportunity to the concerned person(s) to be heard by giving him/them not less than seven days written notice before finally determining to recall any amount. (3) For the purpose of determining whether or not to recall any amount, the Trust shall be entitled to consider, inter alia, the surrounding circumstances, the usual course of dealings on the Exchange, the relationship between the defaulter member and the claimant, the quantity and price of the Contract involved in the transaction, other similar trades and such other matters as the Trust thinks relevant.
36.	Arbitration: Any claim, dispute or difference between the Defaulters' Committee /Disciplinary Action Committee / Exchange or the Board of Directors of the Exchange on the one hand and a defaulter member on the other hand in connection with any amount payable or alleged by the Defaulters' Committee /Disciplinary Action Committee / Exchange or the Board of Directors of the Exchange as being payable by the defaulter to the Fund shall be referred to the Arbitration of the Managing Director /Chief Executive Officer of the Exchange or to the Arbitration of such person from the panel of Arbitrators of the Exchange, as the Managing Director /Chief Executive Officer of the Exchange may nominate in this behalf.

Place: Mumbai
Date: 28/08/2012

P. Ramanathan
Company Secretary and Chief Compliance Officer

प्रबन्धक, भारत सरकार मुद्रणालय, फरीदाबाद द्वारा मुद्रित
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